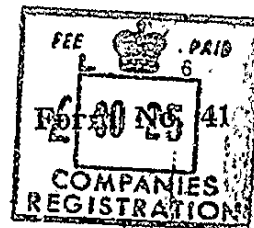


Number of  
pages

855332



## THE COMPANIES ACT, 1948



A 5s.  
Companies  
Registration  
Fee Stamp  
must be  
impressed  
here.

DECLARATION of Compliance with the requirements of the  
Companies Act, 1948, on application for registration of a Company.

*Pursuant to Section 15 (2).*



Insert the  
Name of the  
Company.

ARCHITECTURAL HARDWARE  
LIMITED

Prepared by

Ashurst Morris Crisp & Co.,

17 Throgmorton Avenue,

London, E.C.2.



The Solicitors' Law Stationery Society, Limited

191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 10 & 21 North  
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

I, Mark F. W. B. G. R. G. H.

of 17 Throgmorton Avenue in the City of London

(a) Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland "a  
Solicitor") engaged  
"in the formation"

or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary".

Do solemnly and sincerely declare that I am (a) A Solicitor  
of the Supreme Court engaged in the formation

of

ARCHITECTURAL HARDWARE Limited,

And that all the requirements of the Companies Act, 1948, in respect of  
matters precedent to the registration of the said Company and incidental  
thereto have been complied with, And I make this solemn Declaration  
conscientiously believing the same to be true and by virtue of the provisions  
of the Statutory Declarations Act, 1835.

Declared at 62 London Hall  
in the City of London

the 20<sup>th</sup> day of July

one thousand nine hundred and sixty-  
five

Before me,

Henry B. Wells

Mark F. W. B. G. R. G. H.

Note.—This margin is reserved for binding and must not be written across.

Number of }  
Company }

855332

Form No. 25

# STATEMENT OF THE NOMINAL CAPITAL

OF



ARCHITECTURAL HARDWARE

LIMITED

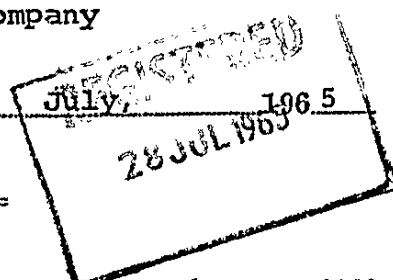
in pursuance of Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

THE NOMINAL CAPITAL of the above named Company is £ 100

Signature

Description Solicitors engaged in the formation of the Company

Dated the 20th day of



NOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other document when the Company is registered and should be signed by an Officer of the company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

Ashurst Morris Crisp & Co.,

17 Throgmorton Avenue,

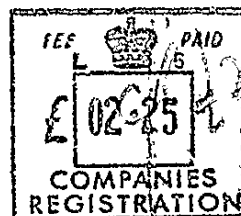
London, E.C.2.



THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.



THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

ARCHITECTURAL HARDWARE LIMITED



1. The name of the Company is "ARCHITECTURAL HARDWARE LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are :-

(A) To carry on all or any of the businesses of manufacturers agents, merchants, importers, exporters, buyers, sellers and manufacturers of and dealers, both wholesale and retail, in all apparatus, plant, machinery, instruments, fittings, furniture and equipment used, employed and applied in or pertaining or related to the opening, closing, movement, passage and position of doors, doorways, gates, screens, hatches, barriers, windows, casements, skylights and other articles of the same nature and in all other kinds of goods, merchandise, wares, materials and articles, including machinery, plant, implements, stores, produce, raw materials, manufactured and partly manufactured articles and things of all kinds and to carry on every kind of agency business.



- (B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights
- (C) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company, or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and in particular for cash or in consideration of the issue of shares, securities or obligations of the Company.
- (D) To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concession or co-operation with any person or company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold, sell or otherwise deal with share, securities or obligations of, and to subsidise or otherwise assist any such person or company.
- (E) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business and to erect, construct and equip buildings and works of all kinds.
- (F) To apply for, purchase or otherwise acquire any patents, licences, and like rights, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.
- (G) To purchase, subscribe for or otherwise acquire, and to hold the shares, securities or obligations of any company in the United Kingdom or elsewhere.
- (H) To invest the moneys of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined.
- (I) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit and to enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or otherwise and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing any company which is, (within the meaning of Section 154 of the Companies Act, 1948, or any statutory re-enactment

or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company and for any of such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(J) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company, or in whose business or undertaking the Company is interested.

(K) To draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.

(L) To lend money to such persons, upon such terms and subject to such conditions, as may seem expedient.

(M) To sell, let, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company.

(N) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares debentures debenture stock, securities or obligations.

(O) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

(P) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable

or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(Q) To promote any company or companies for the purpose of its or their acquiring all of any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay all the expenses of or incidental to such promotion.

(R) To amalgamate with any other company.

(S) To distribute any of the Company's property or assets among the members in specie.

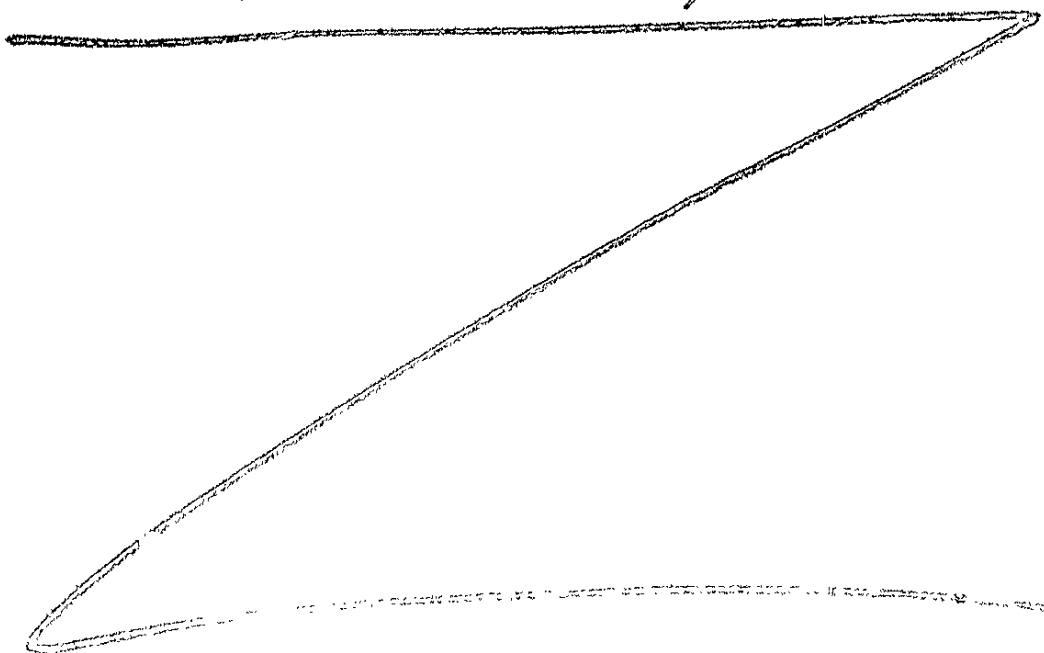
(T) To cause the Company to be registered or recognised in any foreign country.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.

(V) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

And it is hereby declared that the word "company", save where used in reference to this Company in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that each of the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.



5. The share capital of the Company is £100 divided into 100  
Shares of £1 each.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<p><i>1908 E.C. 2.</i></p> <p><i>Martha Finborough,</i> <i>17, Throgmorton Avenue,</i> <i>London E.C.2. Solicitor</i></p> <p><i>David W. Wilson,</i> <i>17, Throgmorton Avenue, London E.C.2.</i> <i>Articled Clerk</i></p>	<p>One</p> <p>One</p>

Dated the 20<sup>th</sup> day of July, 1965.

Witness to the above signatures:-

*A.S. Cosby*  
*10 Spangate, Blackheath Park*  
*London SE3*  
*Solicitors Articled Clerk*

We hereby certify that this document has been produced by the Multilith Offset-Lithography process.

*Ashurst, Morris Crisp & Co., Solicitors,*  
*17, Throgmorton Avenue, London, E.C.2.*



855332

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES



ARTICLES OF ASSOCIATION

of

ARCHITECTURAL HARDWARE LIMITED

REGISTERED

28 JUL 1965

## I. GENERAL

1. The regulations contained in Table "A" (hereinafter referred to as 'Table "A"') of the First Schedule to the Companies Act, 1948, shall apply to the Company save as excluded or modified by the following additional regulations of the Company.

2. The following clauses of Table "A" shall not apply to the Company:-

(A) In Part I:- 24, 53, 69, 75, 78, 79, 84(2), 84(4), 87, 89 to 95 inclusive, 97, 98, 99, 106.

(B) In Part II:- 1, 4, 5.

## II. SHARES

3. Any shares in the capital of the Company may be allotted, or otherwise disposed of, to such persons, for such consideration and upon such terms and conditions and at such times as the Directors may determine, but so that, except in accordance with the provisions of the Act, no shares shall be issued at a discount.

## III. LIEN

4. In clause II of Part I of Table "A" the words "(other than fully paid shares)" shall be omitted.

## IV GENERAL MEETINGS AND VOTES OF MEMBERS

5. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as otherwise provided in these regulations two Members entitled to vote thereat present in person or by proxy shall be a quorum.

6. Subject to the provisions of the Act, a Resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being Corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

7. The instrument appointing a proxy and the Power of Attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be produced at any meeting at which the person named in the instrument wishes to vote by that person before he casts any vote and in default of such production any vote cast by that person shall not be counted.

## V. DIRECTORS

8. The number of Directors shall be not less than two. The first Directors shall be the persons who shall be nominated in writing either before or after the incorporation of the Company by the Subscribers to the Memorandum of Association.

9. Any Director may, by writing under his hand, appoint any other Director or appoint any other person (whether a Member of the Company or not) to be his alternate, and such appointee while he holds office as an alternate Director shall be entitled, in the absence of the Director whom he represents, to attend and vote at Meetings of Directors. Provided always that no such appointment of any person, not being a Director, shall be operative unless or until the approval of the Directors by a majority consisting of not less than two-thirds of the whole of the Directors shall have been given thereto. A Director may at any time revoke the appointment of an alternate appointed by him, and (subject to such approval as aforesaid) appoint another person in his place and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same, and any such notice if left at the registered office of the Company shall be sufficient evidence of such revocation.

10. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Director whom he represents. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.

## VI. POWERS AND DUTIES OF DIRECTORS

11. A Director may vote as a Director in respect of any contract or arrangement which he shall make with the Company or in which he is directly interested or indirectly interested and if he do so vote his vote shall be counted and he shall be reckoned for the purpose of constituting a quorum of the Directors at the Meeting.

12. A Director may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as member or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company. A Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

13. The Directors shall have power to grant to any Director required to go abroad or to render any special or extraordinary service such special remuneration for the services rendered as they may think proper.

14. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

15. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and holding any salaried employment or office in the Company or such other company and the wives, widows, families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any other such company as aforesaid, or of any such person as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition, or for any public, general or useful object, and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always, if any statute shall so require, to particulars with respect to the proposed payment being disclosed to the Members of the Company and to the proposal being approved by the Company, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

## VII APPOINTMENT AND REMOVAL OF DIRECTORS

16. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so

appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.

17. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under Clause 96 of Part I of Table "A", and without prejudice to the powers of the Directors under Article 16 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

#### VIII. PROCEEDINGS OF DIRECTORS

18. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined the quorum shall be two Directors. It shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from the United Kingdom, but where such Director is represented by an alternate Director, and has given to the Secretary notice of his absence from the United Kingdom, due notice of such meeting shall be given to such alternate Director either personally or by sending the same through the post addressed to him at the address in the United Kingdom given by him to the Company. An alternate Director shall not be entitled to receive notice of meetings of the Directors except where the Director appointing him has given notice of his absence as aforesaid. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

19. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled to a separate vote on behalf of the Director he is representing and in addition to his own vote.

20. A resolution in writing signed by all the Directors for the time being in the United Kingdom if constituting a majority of the Directors, shall be as effective as a resolution passed at a meeting of the Directors duly convened and held. Such resolution may consist of several documents in the like form each signed by one or more of the Directors.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Mark F. Cribb,  
 17, Throgmorton Avenue, London E.C.2.  
 Solicitor.  
 David W. Birtles,  
 17, Throgmorton Avenue, London E.C.2.  
 Articled Clerk

Dated this 20<sup>th</sup> day of July 1965.

Witness to the above signatures

A.S. Carby  
 10 Spangate, Blackheath Park,  
 London SE3.  
 Solicitor's Articled Clerk

We hereby certify that this document  
 has been produced by the Multilith  
 Offset-Lithography process.

[Signature]  
 Ashurst, Morris Crisp & Co., Solicitors,  
 17, Throgmorton Avenue, London, E.C.2.

DUPPLICATE FOR THE FILE.

No. 855332



## Certificate of Incorporation

I Hereby Certify that

ARCHITECTURAL HARDWARE LIMITED

is this day incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this TWENTY-EIGHTH DAY OF JULY  
ONE THOUSAND NINE HUNDRED AND SIXTY FIVE.

A handwritten signature in cursive script, reading "L.S. Whitfield".

Assistant Registrar of Companies.

Certificate  
received by }

SEE SEPARATE RECORD

Date

Number of  
Company

555332

Form No. 103

# THE COMPANIES ACT. 1948

COMPANIES  
REGISTRATION

A'ss.  
Companies  
Registration Fee  
Stamp must  
be impressed  
here.

## Notice of Place where Register of Members is kept or of any Change in that Place

(Pursuant to section 110 (3))

Register the  
Name of  
Company

Architectural Hardware LIMITED

Section 110 of the Companies Act, 1948, provides that:—

\* \* \* \* \*

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place:

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by - Leat. Maxwell Mitchell & Co

Windsor House

Temple Row

Birmingham. 2

Notice of Place where Register of Members is kept or of any  
Change in that Place.

To the REGISTRAR OF COMPANIES.

Architectural Hardware LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110  
of the Companies Act, 1948, that the register of members of the Company

is kept at 110 Leake House  
Leamington Road, Birmingham. 2

Signature Michael Jamell

(State whether  
Director or Secretary). Director & Secretary

Dated the 18th day of August 1965.

NOTE.—This Margin is reserved for binding and must not be written across.



No. 855332



5/-

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

RESOLUTIONS  
of  
ARCHITECTURAL HARDWARE LIMITED

Passed 31st January, 1966

At an Extraordinary General Meeting  
of the above-named Company duly convened and held on the  
31st day of January 1966 the following Resolutions were  
duly passed, the Resolution numbered 1 as an Ordinary  
Resolution and the Resolution numbered 2 as a Special  
Resolution :-

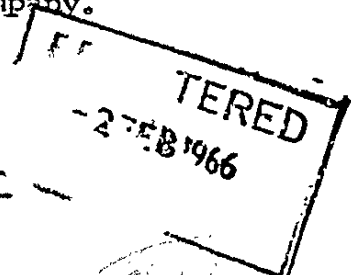
RESOLUTIONS

1. That the capital of the Company be increased to £10,000 by the creation of a further 9,900 Shares of £1 each ranking pari passu in all respects with the existing Shares in the capital of the Company.

2. That the regulations contained in the printed document submitted to this Meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

MICHAEL FARRELL,

*Michael Farrell*  
Secretary.



Michael Samll

Secretary.

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

ARCHITECTURAL HARDWARE LIMITED

(Adopted by Special Resolution  
passed 31<sup>st</sup> January, 1966)

I - GENERAL

1. The regulations contained in Table "A" (hereinafter referred to as Table "A") of the First Schedule to the Companies Act, 1948, shall not apply to the Company, except in so far as such regulations are hereinafter expressly directed to apply, but the following shall be the regulations of the Company.

2. References in these Articles to clauses of Table "A" shall, except where otherwise indicated, refer to clauses in Part I of Table "A".

3. Clause 1 of Table "A" shall apply to the construction of these Articles.

4. The Company shall be a Private Company within the meaning of the Act, and accordingly :-

(A) The right to transfer the shares of the Company shall be restricted in manner hereinafter appearing.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment, and have continued, after the determination of that employment, to be Members of the Company) is limited to 50, but so that, for the purpose of this Article, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member.

(C) No invitation shall be made to the public to subscribe for any shares or debentures of the Company.

(D) The Company shall not have power to issue share warrants to bearer.

5. Clause 6 of Part II of Table "A" shall apply.

## II - SHARE CAPITAL AND VARIATION OF RIGHTS

6. The Capital of the Company at the date of adoption of these Articles is £10,000 divided into 10,000 Shares of £1 each. Each share in the issued capital for the time being of the Company shall be distinguished by its appropriate number.

7. (A) All unissued shares shall, before issue, be offered to the holders of the shares of the Company at the date of the offer *pari passu* in proportion to the amount of the existing shares to which such holders are respectively entitled. Provided always that no such offer shall be made which would result in any such holder becoming entitled to a fraction of a share. Such offer shall be made by notice specifying the number and class of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept any of the shares offered, the Directors shall dispose of the shares which may have been so declined to such person and in such manner as they think most beneficial to the Company. Any such holder of shares as aforesaid, may, if he so desire, decline or renounce in favour of another person or persons, approved by all the Directors, the whole of the shares so offered to him, or may accept a part of any such shares so offered to him and decline or renounce in favour of another person or persons, approved by all the Directors, the remainder.

(B) With the consent in writing of the holders of all the issued shares of the Company the provisions of this Article may be waived in whole or in part in any particular case.

8. Clauses 2 to 10 inclusive of Table "A" shall apply.

## III - LIEN

9. Clauses 11 to 14 inclusive of Table "A" shall apply.

## IV - CALLS ON SHARES

10. Clauses 15 to 21 inclusive of Table "A" shall apply.

## V - TRANSFER OF SHARES

11. Subject to any special terms as to transfer upon which any shares may be issued, or may for the time being be held, no Share in the capital of the Company shall be transferred to any person except in accordance with the provisions of Articles 12 to 23 inclusive.

12. A Member being a body corporate may at any time transfer all or any of the shares held by it to a body corporate which is in relation to such Member a holding company or a wholly-owned subsidiary company or a wholly-owned subsidiary

company of the same holding company or to a body corporate which has acquired or agreed to acquire in connection with a scheme of amalgamation or reconstruction the whole or the main part of the undertaking and assets of such Member.

13. Any person desiring to transfer any share (hereinafter called "the proposing transferor") shall (except in the case of a transfer made pursuant to Article 12) give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same, and the transfer notice shall constitute the Company his agent for the sale of the share at the prescribed price (as hereinafter defined) to such Member or Members as shall be ascertained in accordance with Articles 15 or 16 (as the case may be) (hereinafter called "the purchasing Member") Provided always that except in the case of a transfer notice given under the provisions of Article 15 a transfer notice shall only be given in respect of so many shares as can be offered under the provisions of Article 16 without giving rise to fractions. A transfer notice shall specify the distinguishing - number of the share comprised therein and, subject to the provisions of Article 15, may include several shares, and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

14. "The prescribed price" shall, where applicable, mean the sum per share specified in the transfer notice at which the proposing transferor is willing to transfer the shares therein mentioned.

15. (A) Notwithstanding the provisions of Article 13 any person desiring to transfer any of the shares numbered 1, 2501, 5001 or 7501 in the issued capital of the Company shall give a separate transfer notice in respect of each such share.

(B) Forthwith upon receipt of such transfer notice the share comprised therein shall be offered by the Company for purchase by any one of the Members (other than the proposing transferor) at the prescribed price.

(C) Any offer under this Article shall be made by notice in writing to all the members (other than the proposing transferor) specifying the distinguishing number of the share offered and limiting a time (not being less than fourteen days or more than twenty-eight days) within which all such members must give notice in writing (hereinafter called "an acceptance notice") to the Company if one of their number is willing to purchase such share at the prescribed price and if an acceptance notice shall not be duly given the offer will be deemed to have been declined.

(D) If within the time fixed by the Company in accordance with sub-paragraph (C) of this Article an acceptance notice shall be duly given to the Company the Company shall

give immediate notice thereof to the proposing transferor who shall be bound on the payment of the prescribed price to transfer the share accepted to the purchasing member.

16(A) Forthwith upon receipt of a transfer notice (other than a transfer notice given under the provisions of Article 15) all the shares comprised therein shall be offered by the Company at the prescribed price to all the members (other than the proposing transferor) in proportion to the numbers of Shares held by each of them respectively.

(B) Any offer under this Article shall be made by notice in writing specifying the distinguishing numbers of the shares offered, the number to which each holder of shares is entitled, and limiting a time (not being less than fourteen days or more than twenty-eight days) within which the offer, if not accepted, will be deemed to have been declined. Such offer shall state that any holder of shares who desires an allotment in excess of his proportion should in his reply state how many excess shares he desires to have, and, if all the holders do not claim the shares to which they are entitled, the unclaimed shares shall be used for satisfying the requests for excess shares.

(C) If within the time fixed by the Company in accordance with sub-paragraph (B) of this Article the Members to whom such offers shall have been made or some of them shall notify the Company of their acceptance of the shares so offered to them respectively, the Company shall give immediate notice thereof to the proposing transferor who shall be bound on payment of the prescribed price to transfer the shares accepted to the purchasing member or members.

17. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any share the Company may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share to the purchasing member and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member who shall not be bound to see to the application thereof and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

18. The Company shall give immediate notice to the proposing transferor if :-

- (a) within the time fixed by the Company in accordance with the provisions of Article 15 the Company shall not have received an acceptance notice in respect of a share offered under that Article; or

- (b) within the time fixed by the Company in accordance with the provisions of Article 16 the Company shall not have received acceptances in respect of all the shares offered under that Article,

whereupon the proposing transferor shall at any time within six months after the date on which such notice shall be given be at liberty (subject only to the provisions of Article 24) to transfer those shares for which the Company has not found purchasers to any person on a bona fide sale at any price not being less than the prescribed price Provided that the Directors may require to be satisfied in such manner as they may reasonably require that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchasers, and if not so satisfied may refuse to register the instrument of transfer

19. Notwithstanding the provisions of Articles 25 to 27, a person becoming entitled to a share as the result of the death of a Member shall be bound at any time after the expiration of three months from the date of such member's death, if and when required by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased Member at the date of his death; should such person fail to give such transfer notice within a period of fourteen days after being so required, or should there be no executors at the expiration of the said period of three months, a transfer notice shall be deemed to have been given and the provisions of Articles 13 to 18 shall have effect accordingly.

20. Notwithstanding the provisions of Articles 25 to 27, if any Member be adjudged bankrupt, a person entitled to a share in consequence of the bankruptcy shall be bound forthwith to give to the Company a transfer notice in respect of the shares registered in the name of the bankrupt Member; in default of such transfer notice being given within one month of bankruptcy, such person shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Articles 13 to 18 shall have effect accordingly.

21. Except in the case of a transfer made pursuant to Articles 12, 15, 16 and 18, the Directors may, in their absolute discretion and without assigning any ground or reason, decline to register any transfer of any share, whether or not it is a fully paid share.

22. With the consent in writing of the holders of all the issued shares of the Company, the provisions of Articles 11 to 21 inclusive may be waived in whole or in part in any particular case or cases.

23. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder

the Directors may from time to time require any Member or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the Directors may by notice in writing require that a transfer notice be given in respect of the shares concerned. Failing such transfer notice being given within a period of fourteen days after being so required, a transfer notice shall be deemed to have been given in respect of the shares concerned and the relevant provisions of Articles 13 to 22 inclusive shall have effect accordingly.

24. Clauses 22, 23 and 25 to 28 inclusive of Table "A" shall apply.

#### VI - TRANSMISSION OF SHARES

25. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

26. Subject to the provisions of Articles 19 and 20 any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may (subject as hereinafter provided) upon giving to the Company notice in writing of such his desire and upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.

27. A person entitled to a share by transmission (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the

Company, or, save as aforesaid, to exercise any of the rights or privileges of a Member, unless and until he shall become a Member in respect of the share.

#### VII - FORFEITURE OF SHARES

28. Clauses 33 to 39 inclusive of Table "A" shall apply.

#### VIII - CONVERSION OF SHARES INTO STOCK

29. Clauses 40 to 43 inclusive of Table "A" shall apply.

#### IX - ALTERATION OF CAPITAL

30. The Company may from time to time by Ordinary Resolution increase the capital of the Company by such sum, to be divided into shares of such nominal amounts, as the resolution shall prescribe.

31. Clauses 45 and 46 of Table "A" shall apply.

#### X - GENERAL MEETINGS

32. Clauses 47 and 48 of Table "A" shall apply.

33. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act.

#### XI - NOTICE OF GENERAL MEETINGS

34. Clauses 50 and 51 of Table "A" shall apply.

#### XII - PROCEEDINGS AT GENERAL MEETINGS

35. Clause 52 of Table "A" shall apply.

36. No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business. Three Members present in person or by proxy shall be a quorum for all purposes.

37. If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of or by Members, shall be dissolved. In any other case it shall stand adjourned to such day in the next week, and at such time and place as the Directors may determine.

38. If within half-an-hour from the time appointed for holding any adjourned meeting a quorum be not present the meeting shall be dissolved.

39. Clauses 55 to 59 inclusive and Clause 61 of Table "A" shall apply.



## XIII - VOTES OF MEMBERS

40. Clauses 62 to 73 inclusive of Table "A" shall apply.

XIV - CORPORATIONS ACTING BY REPRESENTATIVES  
AT MEETINGS

41. Clause 74 of Table "A" shall apply.

## XV - DIRECTORS

42. The number of Directors shall be not less than two nor more than five.

43. (i) The holder for the time being of the Share numbered 1 in the issued capital of the Company may from time to time nominate and appoint any person to be a Director of the Company, but so that not more than one person shall at any time hold office by virtue of appointment under this paragraph. ROGER DOUGLAS BACON shall be deemed to be the first person so appointed.

(ii) The holder for the time being of the Share numbered 2,501 in the issued capital of the Company may from time to time nominate and appoint any person to be a Director of the Company, but so that not more than one person shall at any one time hold office by virtue of appointment under this paragraph. MICHAEL FARRELL shall be deemed to be the first person so appointed.

(iii) The holder for the time being of the Share numbered 5,001 in the issued capital of the Company may from time to time nominate and appoint any person to be a Director of the Company, but so that not more than one person shall at any one time hold office by virtue of appointment under this paragraph. GEORGE WRAY HOULSBY shall be deemed to be the first person so appointed.

(iv) The holder for the time being of the Share numbered 7,501 in the issued capital of the Company may from time to time nominate and appoint any person to be a Director of the Company, but so that not more than one person shall at any one time hold office by virtue of appointment under this paragraph. ARTHUR RAYMOND ADAMS shall be deemed to be the first person so appointed.

(v) Subject as aforesaid and to the provisions of Article 44 the Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company as an addition to the existing Directors and may fill any casual vacancy occurring in the office of a Director so appointed, but so that the total number of Directors shall not at any time exceed the number fixed by Article 42. Any Director so appointed shall hold office only until the next

following Annual General Meeting, and shall then be eligible for re-election.

44. Any Director or Directors appointed in accordance with sub-paragraphs (i) to (iv) (inclusive) of Article 43 may from time to time be removed by the holder of the share by or upon whose nomination he was appointed and any vacancy for any reason occurring in the office of a Director may from time to time be filled up by the holder of the share by or upon whose nomination the Director so vacating office was appointed. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

45. Any appointment under sub paragraphs (i) to (iv) (inclusive) of Article 43 and any removal under Article 44 shall be made by notice in writing under the hand of the holder of the share in whom the power is vested, a corporation holding any such share acting by resolution of its Directors evidenced by the signature or signatures of its Chairman or any two of its Directors. Any such appointment or removal shall take effect on and from the date on which such notice in writing is lodged at the Registered Office of the Company.

46. In case the Directors shall at any time be reduced in number to less than the minimum number fixed by these Articles and the party by whom the Director who has vacated office and thereby caused the number of Directors so to be reduced was appointed shall not fill such vacancy within twenty-one days after notice in writing shall have been given by the remaining Director to such party requiring such appointment to be made it shall be lawful for the remaining Director to act as Director for the purpose of filling up the vacancy, but not for any other purpose, and the person so appointed shall for all the purposes of these Articles be deemed to be appointed by the party to whom such notice is given.

47. A Director shall not be required to hold any share qualification.

48. Any Director may, by writing under his hand or by cable or telegram appoint any other Director or appoint any other person (whether a Member of the Company or not) to be his alternate, and such appointee while he holds office as an alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to notice of and to attend meetings of Directors and in the absence of the Director whom he represents to vote thereat accordingly. A Director may at any time revoke the appointment of an alternate appointed by him, and appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. Any revocation under this Article shall be effective by notice in writing under the hand of the Director making the same or by cable or telegram and

any such notice if left at or delivered to the registered office of the Company shall be sufficient evidence of such revocation.

49. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Director whom he represents. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.

50. The remuneration of the Directors shall be fixed by the Company in General Meeting. Any remuneration so voted shall, in default of agreement to the contrary, be divided between the Directors equally and shall be deemed to accrue from day to day. The Directors shall also be entitled to be repaid by the Company all such reasonable travelling (including hotel and incidental) expenses as they may incur in attending Meetings of the Board or of Committees of the Board or General Meetings or which they may otherwise incur in or about the business of the Company.

51. A Director may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as member or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company. A Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

52. The Directors shall have power to grant to any Director required to render any special or extraordinary service such special remuneration for the services rendered as they may think proper.

53. A Director may hold any office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director and he or his firm may act in a professional capacity to the Company on such terms (as to remuneration and otherwise) as the Directors may determine.

#### XVI - BORROWING POWERS

54. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property

and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### XVII - POWERS AND DUTIES OF DIRECTORS

55. Clauses 80 to 83 inclusive of Table "A" shall apply.

56. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made at the first meeting of the Directors held after he becomes so interested. A general notice to the Directors by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may after the date of the notice be made with such firm or company shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be a sufficient declaration of interest in relation to such contract or transaction under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company. A Director may as a Director vote in respect of any contract or arrangement which he shall make with the Company or in which he is so interested as aforesaid and if he do so vote his vote shall be counted and he may be reckoned for the purpose of constituting a quorum of the Directors.

57. Clauses 85 and 86 of Table "A" shall apply.

58. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or produce the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any

time Directors or officers of the Company or of any such other company as aforesaid, and holding any salaried employment or office in the Company or such other company and the wives, widows, families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition, or for any public, general or useful object, and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always, if the Statutes shall so require, to particulars with respect to the proposed payment being disclosed to the Members of the Company and to the proposal being approved by the Company, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

#### XVIII - DISQUALIFICATION OF DIRECTORS

59. Clause 88 of Table "A" shall apply.

60. The office of Director shall also be vacated if the Director be removed from office under the provisions of Article 44.

#### XIX - PROCEEDINGS OF DIRECTORS

61. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business shall be two Directors.

62. The Chairman may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

63. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled to a separate vote on behalf of the Director he is representing and in addition to his own vote.

64. Clauses 101 to 105 inclusive of Table "A" shall apply.

65. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Board of Directors duly convened and held. Such resolution may consist of several documents in the like form each signed by one or more of the Directors. For the purpose of this Article the signature of an alternate Director shall suffice in lieu of the signature of the Director whom he represents.

#### XX - MANAGING DIRECTORS

66. The Directors may from time to time appoint one or

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more of their body to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Such appointment shall be automatically determined if a Director so appointed shall cease from any cause to be a Director.

67. Clauses 108 and 109 of Table "A" shall apply.

XXI - SECRETARY

68. Clauses 110 to 112 of Table "A" shall apply.

XXII - THE SEAL

69. Clause 113 of Table "A" shall apply.

XXIII - DIVIDENDS AND RESERVE

70. Clauses 114 to 122 inclusive of Table "A" shall apply.

XXIV - ACCOUNTS

71. Clauses 123 to 127 inclusive of Table "A" shall apply.

XXV - CAPITALISATION OF PROFITS

72. Clauses 128 and 129 of Table "A" shall apply.

XXVI - AUDIT

73. Clause 130 of Table "A" shall apply.

XXVII- NOTICES

74. Clauses 131 to 134 inclusive of Table "A" shall apply.

XXVIII - WINDING UP

75. Clause 135 of Table "A" shall apply.

XXIX - INDEMNITY

76. Clause 136 of Table "A" shall apply.

Number of } 855332 / 12  
Company }



## THE COMPANIES ACT, 1948

### Notice of Increase in Nominal Capital

Pursuant to section 63

Insert the  
Name  
of the  
Company

ARCHITECTURAL HARDWARE

LIMITED

NOTE.—This Notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

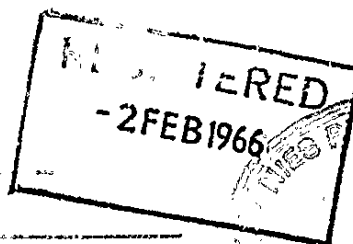
A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act.)

Presented by

ASHURST, MORRIS, CRISP & CO.,

17 Throgmorton Avenue,

London, E.C.2.



Form No. 10

TO THE REGISTRAR OF COMPANIES,

ARCHITECTURAL HARDWARE Limited, hereby gives you notice, pursuant to

\*"Ordinary", "Extraordinary", or "Special", Section 63 of the Companies Act, 1948, that by an\* Ordinary Resolution of the Company dated the 31<sup>st</sup> day of January 1965, the Nominal Capital of the Company has been increased by the addition thereto of the sum of £ 9,900 beyond the Registered Capital of £ 100

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
9,900	Ordinary	£1

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

Ranking pari passu in all respects with the existing Shares in the capital of the Company.

\*. If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature.

Michael Jamell

State whether Director  
or Secretary

Secretary

Dated the.

31<sup>st</sup>

day of

January

1965

Note.—This margin is reserved for binding and must not be written across



CCD £49-10-0

Number of 855332 / 13  
Company

Form No. 26a

# THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

## Statement of Increase of the Nominal Capital

OF

ARCHITECTURAL HARDWARE

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

*NOTE.*—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Presented by

ASHURST, MORRIS, CRISP & CO.,

17 Throgmorton Avenue,

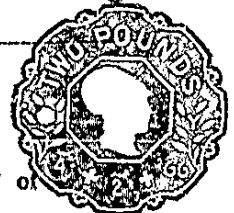
London, E.C.2.



The Solicitors' Law Stationery Society, Limited.

191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 4; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS



# THE NOMINAL CAPITAL

OF

ARCHITECTURAL HARDWARE

Limited

has by a Resolution of the Company dated

31<sup>st</sup> January 1965 been increased by

the addition thereto of the sum of £ 9,900,

divided into:—

9,900 Shares of £1 each

Shares of each

beyond the registered Capital of £100

Signature Michael Jamill

(State whether Director or Secretary) Secretary

Dated the 31<sup>st</sup> day of January 1965

Note—This margin is reserved for binding and must not be written across

Number of )  
Company ) 355332

Form No. 103

19  
**THE COMPANIES ACT, 1948**



A 5s.  
Companies  
Registration Fee  
Stamp must  
be impressed  
here.

**Notice of Place where Register of Members is kept  
or of any Change in that Place**

*(Pursuant to section 110 (3))*

Insert the  
Name of  
Company

ARCHITECTURAL HARDWARE

LIMITED

Section 110 of the Companies Act, 1948, provides that :—

\* \* \* \* \*

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place :

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

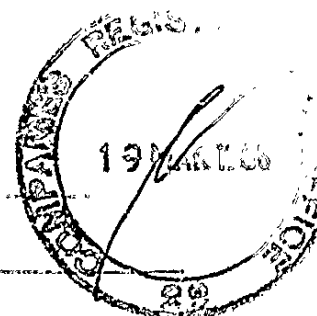
(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by

Pont, Farwick, Mitchell & Co.,

Windoor House, Temple Row,

Birmingham, 2.



Notice of Place where Register of Members is kept or of any  
Change in that Place.

*To the REGISTRAR OF COMPANIES.*

\_\_\_\_\_  
ARCHITECTURAL HARDWARE LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110  
of the Companies Act, 1948, that the register of members of the Company  
is kept at Ramsey Road, Sydenham Farm Estate,  
Leamington Spa, Warwickshire.

Signature Michael Jamil  
(State whether Secretary  
Director or Secretary)

Dated the 18<sup>th</sup> day of March 1968.

NOTE.—This Margin is reserved for binding and must not be written across.

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

ARCHITECTURAL HARDWARE LIMITED

Passed 9th December 1970

At an Extraordinary General Meeting of the Members of the above-named company duly convened and held at Ramsey Road, Sydenham Industrial Estate, Royal Leamington Spa, Warwickshire on Wednesday the 9th day of December, 1970, the following Resolution was duly passed as a Special Resolution of the company:-

SPECIAL RESOLUTION.

THAT Article 42 of the Articles of Association of the company be altered by deleting the word "Five" at the end of the Article and substituting therefor the word "seven".

*K.J. Perry*

K.J. PERRY,

SECRETARY.

We hereby certify that this document  
has been prepared by the West Essex  
Electrostatic Unit.

*[Signature]*  
Ashurst, Morris, Crisp & Co. Solicitors.

THE COMPANIES ACTS 1948 - 1967

RESOLUTIONS  
of  
ARCHITECTURAL HARDWARE LIMITED

An Extraordinary General Meeting of Members of the above mentioned Company was held at Bayhall Works, Huddersfield, Yorkshire on 30th December 1969 and the following Resolutions were passed No. 1. as an Ordinary Resolution of the Company and No. 2 as a Special Resolution of the Company

ORDINARY RESOLUTION

THAT for the purpose of and with a view to the acquisition by the Company of the total issued share capital of Dor-o-matic (G.B.) Limited the capital of the Company be increased from £10,000 to £20,000 by the creation of 10,000 Ordinary Shares of £1 each.

SPECIAL RESOLUTION

THAT Regulation 14 of the Articles of Association of the Company shall be deleted and that the following new Regulation shall be substituted therefor:

- "14. "The prescribed price" shall, where applicable, mean the sum per share specified in the transfer notice as the sum which the proposing transferor claims to be the fair value of the shares therein mentioned (unless the purchaser, when agreeing to purchase those of the shares which are to be purchased by him, notifies the Company that he does not accept such sum as the fair value of the shares) and in any other case shall mean the fair value of the shares to be agreed between the proposing transferor and the purchaser within seven days after the name and address of the purchaser is notified by the Company to the proposing transferor, or, failing such agreement, to be determined and certified by the Auditors for the time being of the Company on the application of either party or the Company, such Auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final".

DONALD SCHOLES,

Chairman.

We hereby certify that the document  
has been prepared and used  
Electricity & Light Co.

*Ashurst, Waring, C. & Co.*  
Ashurst, Waring, C. & Co., Solicitors,  
17, Throgmorton Avenue, London, E.C.2.

Number of  
Company } 855332

34 10/10/10

# THE COMPANIES ACTS 1948 to 1967

## NOTICE OF INCREASE IN NOMINAL CAPITAL

Pursuant to section 63 of the Companies Act 1948

(A separate STATEMENT OF INCREASE may not be required with this form; please see overleaf)

To the REGISTRAR OF COMPANIES

ARCHITECTURAL HARDWARE

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948, that by an\*.....Ordinary..... Resolution of the Company dated the 30th.....day of.....December.....1969..... the nominal capital of the Company has been increased by the addition thereto of the sum of £.....10,000.....beyond the registered capital of £.....10,000.....

The additional capital is divided as follows :—

Number of Shares

Class of Share

Nominal amount  
of each share

10,000

Ordinary

One pound

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows :—

\* \* If any of the new shares are Preference Shares state whether they are redeemable or not. If the space below is insufficient the conditions should be set out separately by way of annexure.

ranking pari passu in all respects with the existing Ordinary Shares in the capital of the Company.

Signature.....

*[Signature]*

State whether Director  
or Secretary

Secretary.....

Dated the.....day of.....1970.....

Presented by

Presenter's Reference.....RICH.....

Ashurst, Morris, Crisp & Co.,



Adj: 98373/70.

Number of  
Company

855332

36



# THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

## Statement of Increase of the Nominal Capital

OF

ARCHITECTURAL HARDWARE

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

*NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.*

Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Created by

Document Filer's Reference..... RLCH

Ashurst, Morris, Crisp & Co.,

17 Throgmorton Avenue,

London, E.C.2.

Form No. 26a

The Solicitors' Law Stationery Society, Limited.

192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 100 Strand, W.C.2; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North Street, Manchester; 157 Horse Street, Glasgow, C.2.

# THE NOMINAL CAPITAL

OF

ARCHITECTURAL HARDWARE *Limited*

has by a Resolution of the Company dated  
30th December, 1969 been increased by  
the addition thereto of the sum of £10,000  
divided into:—

10,000 Ordinary Shares of £1 each  
Shares of \_\_\_\_\_ each  
beyond the registered Capital of £10,000

Signature \_\_\_\_\_

(State whether Director or Secretary) \_\_\_\_\_

Dated the 30th day of April 1970

Note—This margin is reserved for binding and must not be written across

No. 855332

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THE COMPANIES ACTS 1948 TO 1967

1  
COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

of

ARCHITECTURAL HARDWARE LIMITED.

Passed 23rd September, 1971

At an Extraordinary General Meeting of the Members of the above-named Company duly convened and held on Thursday the 23rd day of September, 1971, the following Resolution was duly passed as an Ordinary Resolution of the Company, namely:-

RESOLUTION

63  
THAT the nominal share capital of the Company be increased to £100,000 by the creation of an additional 80,000 Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares in the capital of the Company.

*K.J. Perry*

K.J. PERRY,

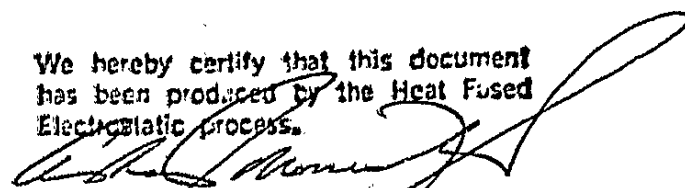
SECRETARY.

10

2

10

We hereby certify that this document  
has been produced by the Heat Fused  
Electrostatic process.



Ashurst, Morris, Crisp & Co. Solicitors,  
17, Throgmorton Avenue, London, E.C.2.

No. of Company.....855332/39.....

# THE COMPANIES ACTS 1948 to 1967

## Notice and Statement\* of Increase in Nominal Capital



REGISTRAR OF COMPANIES

GET-7-80 8/80 IC. 020.00

ARCHITECTURAL HARDWARE

..... Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948, that by an Ordinary Resolution of the Company dated the 23rd day of September 1971 the nominal capital of the Company has been increased by the addition thereto of the sum of £80,000 beyond the registered capital of £20,000

The additional capital is divided as follows :—

Number of Shares	Class of Share	Nominal amount of each share
80,000	Ordinary	One pound

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows :—

\*. \*If any of the new shares are Preference Shares state whether they are redeemable or not. If the space below is insufficient the conditions should be set out separately by way of annexure.

ranking pari passu in all respects with the existing Ordinary Shares in the Capital of the Company.

Signature..... *H. J. Perry* .....

State whether Director } Secretary  
or Secretary }

Dated the 28<sup>th</sup> day of September 1971

Presented by

Presenter's Reference ALH/A197/2

Ashurst, Morris, Crisp & Co.,

1 OCT 1971

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THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

SPECIAL AND ORDINARY RESOLUTIONS

of

ARCHITECTURAL HARDWARE LIMITED

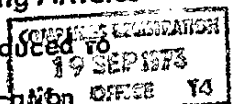
Passed 21st August 1973

At an Extraordinary General Meeting of the Members of the above-named Company duly convened and held on Tuesday the 21st day of August, 1973, the following Resolutions were duly passed as to Resolution No. 1 as an Ordinary Resolution and as to Resolution No. 2 as a Special Resolution.

RESOLUTIONS

1. THAT the nominal share capital of the Company be increased to £200,000 by the creation of an additional 100,000 Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares in the capital of the Company.

2. THAT the Articles of Association of the Company be altered by the substitution for the existing Articles of new Articles in the form of the print produced to the meeting and for the purpose of identification initialled by the Chairman.



*Peter M Callum*  
~~K. J. PERRY~~ *PETER LINCOLN*  
SECRETARY.

Kates M Callum.

Director/Secretary.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ARCHITECTURAL HARDWARE LIMITED

(Adopted by Special Resolution passed  
21st August, 1973)

I - GENERAL

1. The regulations contained in Table "A" (hereinafter referred to as Table "A") of the First Schedule to the Companies Act, 1948, shall not apply to the Company, except in so far as such regulations are hereinafter expressly directed to apply, but the following shall be the regulations of the Company.
2. References in these Articles to clauses of Table "A" shall, except where otherwise indicated, refer to clauses in Part I of Table "A".
3. Clause I of Table "A" shall apply to the construction of these Articles.
4. The Company shall be a Private Company within the meaning of the Act, and accordingly :-
  - (A) The right to transfer the shares of the Company shall be restricted in manner hereinafter appearing.
  - (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment, and have continued, after the determination of that employment, to be Members of the Company) is limited to 50, but so that, for the purpose of this Article, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member.
  - (C) No invitation shall be made to the public to subscribe for any shares or debentures of the Company.
  - (D) The Company shall not have power to issue share warrants to borrow

## 11 - SHARE CAPITAL AND VARIATION OF RIGHTS

5. The Capital of the Company at the date of adoption of these Articles is £200,000 divided into 200,000 Shares of £1 each.

6. (A) All unissued shares shall, before issue, be offered to the holders of the shares of the Company at the date of the offer *pari passu* in proportion to the amount of the existing shares to which such holders are respectively entitled. Provided always that no such offer shall be made which would result in any such holder becoming entitled to a fraction of a share. Such offer shall be made by notice specifying the number and class of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept any of the shares offered, the Directors shall dispose of the shares which may have been so declined to such person and in such manner as they think most beneficial to the Company. Any such holder of shares as aforesaid, may, if he so desire, decline or renounce in favour of another person or persons, approved by all the Directors, the whole of the shares so offered to him, or may accept a part of any such shares so offered to him and decline or renounce in favour of another person or persons, approved by all the Directors, the remainder.

(B) With the consent in writing of the holders of all the issued shares of the Company the provisions of this Article may be waived in whole or in part in any particular case.

7. Clauses 2 to 10 inclusive of Table "A" shall apply.

## 111 - LIEN

8. Clauses 11 to 14 inclusive of Table "A" shall apply.

## IV - CALLS ON SHARES

9. Clauses 15 to 21 inclusive of Table "A" shall apply.

## V - TRANSFER OF SHARES

10. Subject to any special terms as to transfer upon which any shares may be issued, or may for the time being be held, no Share in the capital of the Company shall be transferred to any person except in accordance with the provisions of Articles 11 to 21 inclusive.

11 A Member being a body corporate may at any time transfer all or any of the shares held by it to a body corporate which is in relation to such Member a holding company or a wholly-owned subsidiary company or a wholly-owned subsidiary company of the same holding company or to a body corporate which has acquired or agreed to acquire in connection with a scheme of amalgamation or reconstruction the whole or the main part of the undertaking and assets of such Member.



12. Any person desiring to transfer any share (hereinafter called "the proposing transferor") shall (except in the case of a transfer made pursuant to Article 11) give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same, and the transfer notice shall constitute the Company his agent for the sale of the share at the prescribed price (as hereinafter defined) to such Member or Members as shall be ascertained in accordance with Article 14 (hereinafter called "the purchasing Member") Provided always that a transfer notice shall only be given in respect of so many shares as can be offered under the provisions of Article 14 without giving rise to fractions. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

13. "The prescribed price" shall, where applicable, mean the sum per share specified in the transfer notice as the sum which the proposing transferor claims to be the fair value of the shares therein mentioned (unless the purchaser, when agreeing to purchase those of the shares which are to be purchased by him, notifies the Company that he does not accept such sum as the fair value of the shares) and in any other case shall mean the fair value of the shares to be agreed between the proposing transferor and the purchaser within seven days after the name and address of the purchaser is notified by the Company to the proposing transferor, or, failing such agreement, to be determined and certified by the Auditors for the time being of the Company on the application of either party or the Company, such Auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final.

14. (A) Forthwith upon receipt of a transfer notice all the shares comprised therein shall be offered by the Company at the prescribed price to all the members (other than the proposing transferor) in proportion to the numbers of Shares held by each of them respectively.

(B) Any offer under this Article shall be made by notice in writing specifying the number to which each holder of shares is entitled, and limiting a time (not being less than fourteen days or more than twenty-eight days) within which the offer, if not accepted, will be deemed to have been declined. Such offer shall state that any holder of shares who desires an allotment in excess of his proportion should in his reply state how many excess shares he desires to have, and, if all the holders do not claim the shares to which they are entitled, the unclaimed shares shall be used for satisfying the requests for excess shares.

(C) If within the time fixed by the Company in accordance with sub-paragraph (B) of this Article the Members to whom such offers shall have been made or some of them shall notify the Company of their acceptance of the shares so offered to them respectively, the Company shall give immediate notice thereof to the proposing transferor who shall be bound on payment of the prescribed price to transfer the shares accepted to the purchasing member or members.

15. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any share the Company may receive

the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share to the purchasing member and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member who shall not be bound to see to the application thereof and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

16. The Company shall give immediate notice to the proposing transferor if within the time fixed by the Company in accordance with the provisions of Article 14 the Company shall not have received acceptances in respect of all shares offered under that Article, whereupon the proposing transferor shall at any time within six months after the date on which such notice shall be given be at liberty (subject only to the provisions of Article 22 to transfer those shares for which the Company has not found purchasers to any person on a bonafide sale at any price not being less than the prescribed price Provided that the Directors may require to be satisfied in such a manner as they may reasonable require that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchasers, and if not so satisfied may refuse to register the instrument of transfer.

17. Notwithstanding the provisions of Articles 23 to 25, a person becoming entitled to a share as the result of the death of a Member shall be bound at any time after the expiration of three months from the date of such member's death, if and when required by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased Member at the date of his death; should such person fail to give such transfer notice within a period of fourteen days after being so required, or should there be no executors at the expiration of the said period of three months, a transfer notice shall be deemed to have been given and the provisions of Articles 12 to 16 shall have effect accordingly.

18. Notwithstanding the provisions of Articles 23 to 25, if any Member be adjudged bankrupt, a person entitled to a share in consequence of the bankruptcy shall be bound forthwith to give to the Company a transfer notice in respect of the shares registered in the name of the bankrupt Member; in default of such transfer notice being given within one month of bankruptcy, such person shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Articles 12 to 16 shall have effect accordingly.

19. Except in the case of a transfer made pursuant to Articles 11, 14 and 16, the Directors may, in their absolute discretion and without assigning any ground or reason, decline to register any transfer of any share, whether or not it is a fully paid share.

20. With the consent in writing of the holders of all the issued shares of the Company, the provisions of Articles 10 to 19 inclusive may be waived in whole or in part in any particular case or cases.

21. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder

the Directors may from time to time require any Member or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the Directors may by notice in writing require that a transfer notice be given in respect of the shares concerned. Failing such transfer notice being given within a period of fourteen days after being so required, a transfer notice shall be deemed to have been given in respect of the shares concerned and the relevant provisions of Articles 12 to 20 inclusive shall have effect accordingly.

22. Clauses 22, 23 and 25 to 28 inclusive of Table "A" shall apply.

#### V1 - TRANSMISSION OF SHARES

23. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

24. Subject to the provisions of Articles 17 and 18 any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may (subject as hereinafter provided) upon giving to the Company notice in writing of such his desire and upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.

25. A person entitled to a share by transmission (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a Member, unless and until he shall become a Member in respect of the share.

#### V11 - FORFEITURE OF SHARES

26. Clauses 33 to 39 inclusive of Table "A" shall apply.

#### V111 - CONVERSION OF SHARES INTO STOCK

27. Clauses 40 to 43 inclusive of Table "A" shall apply.

#### VX - ALTERATION OF CAPITAL

28. The Company may from time to time by Ordinary Resolution increase the capital of the Company by such sum, to be divided into shares of such nominal amounts, as the resolution shall prescribe.

29. Clauses 45 and 46 of Table "A" shall apply.

#### X - GENERAL MEETINGS

30. Clauses 47 and 48 of Table "A" shall apply.

31. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meeting shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act.

#### X1 - NOTICE OF GENERAL MEETINGS

32. Clauses 50 and 51 of Table "A" shall apply.

#### X11 - PROCEEDINGS AT GENERAL MEETINGS

33. Clauses 52 of Table "A" shall apply.

34. No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business. Three Members present in person or by proxy shall be a quorum for all purposes, Provided always that for so long as they shall be and remain members of the Company, Heywood Williams Group Limited and Adams Rite Manufacturing Company must both be present either by their duly authorised representatives or by proxy to constitute a quorum at a general meeting.

35. If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of or by Members, shall be dissolved. In any other case it shall stand adjourned to such day in the next week, and at such time and place as the Directors may determine.

36. At any adjourned meeting the Members present and entitled to vote, whatever their number and notwithstanding the proviso to Article 34 hereof, shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

37. (a) Clause 55 to 59 inclusive and Clause 61 of Table "A" shall apply.

(b) Subject to the provisions of the Act, a Resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such Resolution may consist of several documents in like form each signed by one or more of the members

#### X111 - VOTES OF MEMBERS

38. Clauses 62 to 73 inclusive of Table "A" shall apply.

#### XIV - CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

39. Clause 74 of Table "A" shall apply.

#### XV - DIRECTORS

40. The number of Directors shall be not less than two.

41. So long as Heywood Williams Group Limited of Bayhall Works Huddersfield (or any company standing in the relationships to Heywood Williams Group Limited referred to in Article 11) hereinafter referred to as "the Appointor" is the holder of the percentage in nominal value of the issued share capital of the company for the time being specified

in Column 1 below the Appointor shall be entitled by notice in writing delivered at or sent by recorded delivery to the company at its registered office for the time being

- (i) to appoint as Directors of the company the number of persons specified alongside in Column 2 below, and
- (ii) to remove from office any such person and to appoint other persons in his place.

<u>Column 1</u>	<u>Column 2</u>
1 - 20%	1
21% - 40%	2
41% - 60%	3
61% - 80%	4
81% - 99%	5

If at any time the number of Directors holding office by virtue of this Article shall be in excess of the number of persons which the Appointor shall for the time being be entitled to appoint hereunder the Appointor shall forthwith remove from office the number of Directors corresponding to such excess and in default of such removal all the Directors holding office by virtue of this Article shall vacate the office of Director.

42. So long as Adams Rite Manufacturing Company of 540 West Chevy Chase Drive California 91209 U.S.A. ( or any company standing in the relationships to Adams Rite Manufacturing Company referred to in Article 11 ) hereinafter referred to as " the Appointor" is the holder of the percentage in nominal value of the issued share capital of the company for the time being specified in column 1 below the Appointor shall be entitled by notice in writing delivered at or sent by recorded delivery to the company at its registered office for the time being.

- (i) to appoint as Directors of the company the number of persons specified alongside in Column 2 below, and
- (ii) to remove from office any such person and to appoint other persons in his place.

<u>Column 1</u>	<u>Column 2</u>
1% - 20%	1
21% - 40%	2
41% - 60%	3
61% - 80%	4
81% - 99%	5

If at any time the number of Directors holding office by virtue of this Article shall be in excess of the number of persons which the Appointor shall for the time being be entitled to appoint hereunder the Appointor shall forthwith remove from office the number of Directors corresponding to such excess and in default of such removal all the Directors holding office by virtue of this Article shall vacate the office as Director.

43. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company as an addition to the existing Directors and may fill any casual vacancy occurring in the office of a Director so appointed. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.

44. A Director shall not be required to hold any share qualification.

45. Any Director may, by writing under his hand or by cable or telegram appoint any other Director or appoint any other person (whether a Member of the Company or not) to be his alternate, and such appointee while he holds office as an alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to notice of and to attend meetings of Directors and in the absence of the Director whom he represents to vote thereat accordingly. A Director may at any time revoke the appointment of an alternate appointed by him, and appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. Any revocation under this Article shall be effective by notice in writing under the hand of the Director making the same or by cable or telegram and any such notice if left at or delivered to the registered office of the Company shall be sufficient evidence of such revocation.

46. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Director whom he represents. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.

47. The remuneration of the Directors shall be fixed by the Company in General Meeting. Any remuneration so voted shall, in default of agreement to the contrary, be divided between the Directors equally and shall be deemed to accrue from day to day. The Directors shall also be entitled to be repaid by the Company all such reasonable travelling (including hotel and incidental) expenses as they may incur in attending Meetings of the Board or of Committees of the Board or General Meetings or which they may otherwise incur in or about the business of the Company.

48. A Director may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as member or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company. A Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

49. The Directors shall have power to grant to any Director required to render any special or extraordinary service such special remuneration for the services rendered as they may think proper.

50. A Director may hold any office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director and he or his firm may act in a professional capacity to the Company on such terms (as to remuneration and otherwise) as the Directors may determine.

#### XVI - BORROWING POWERS

51. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### XVII - POWERS AND DUTIES OF DIRECTORS

52. Clauses 80 to 83 inclusive of Table "A" shall apply.

53. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made at the first meeting of the Directors held after he becomes so interested. A general notice to the Directors by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may after the date of the notice be made with such firm or company shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be a sufficient declaration of interest in relation to such contract or transaction under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company. A Director may as a Director vote in respect of any contract or arrangement which he shall make with the Company or in which he is so interested

as aforesaid and if he do so vote his vote shall be counted and he may be reckoned for the purpose of constituting a quorum of the Directors.

54. Clauses 85 and 86 of Table "A" shall apply.

55. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or produce the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and holding any salaried employment or office in the Company or such other company and the wives, widows, families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition, or for any public, general or useful object, and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always, if the Statutes shall so require, to particulars with respect to the proposed payment being disclosed to the Members of the Company and to the proposal being approved by the Company, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

#### XVIII - DISQUALIFICATION OF DIRECTORS

56. Clause 88 of Table "A" shall apply.

#### XIX - PROCEEDINGS OF DIRECTORS

57.(a) Subject to the provisions of these articles the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business shall be two Directors. Provided that one Director holding office by virtue of article 41 and one Director holding office by virtue of Article 42 must both be present. If within half an hour from the time appointed for a meeting a quorum is not present, it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other place as the chairman of the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any two directors shall be a quorum.

(b) it shall be necessary to give notice of a meeting of the Directors to any Director or alternate Director for the time being absent from the United Kingdom.

(c) Fourteen days notice or the least (exclusive of the day on which the Notice is served or is deemed in accordance with Paragraph (d) of this article to have been served) of every meeting of the Directors shall be given to every Director and alternate Director entitled to receive the same; every such notice shall specify the place, the day and the hour of the meeting; provided that any meeting may be convened on such shorter notice and in such manner as all the Directors or their alternate Directors may approve.



(d) Every such notice may be given orally (personally or by telephone), served personally or sent by pre-paid letter post, cable, telex or telegram to the address for the time being supplied for the purpose to the Secretary of the Company by the person entitled to receive the same (or if no address has been so supplied by any such person to his last known address). Every notice given orally or by telex shall be confirmed in writing but shall nevertheless be deemed to have been served at the time when it is given orally or by telex; every notice sent by letter post shall be deemed to have been served on the expiry of 24 hours from the time of posting if posted to an address in the United Kingdom and on the expiry of 72 hours from the time of posting if posted to an address outside the United Kingdom; and every notice sent by cable or telegram shall be deemed to have been served on the expiry of 12 hours from the time when the cable or telegram was handed in by the Company for despatch.

58. The Chairman may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

59. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled to a separate vote on behalf of the Director he is representing and in addition to his own vote.

60. Clauses 101 to 105 inclusive of Table "A" shall apply.

61. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Board of Directors duly convened and held. Such resolution may consist of several documents in the like form each signed by one or more of the Directors. For the purpose of this Article the signature of an alternate Director shall suffice in lieu of the signature of the Director whom he represents.

## XX - MANAGING DIRECTORS

62. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Such appointment shall be automatically determined if a Director so appointed shall cease from any cause to be a Director.

63. Clauses 108 and 109 of Table "A" shall apply.

## XXI - SECRETARY

64. Clauses 110 to 112 of Table "A" shall apply.

XXII - THE SEAL

65. Clause 113 of Table "A" shall apply.

XXIII - DIVIDENDS AND RESERVE

66. Clauses 114 to 122 inclusive of Table "A" shall apply.

XXIV - ACCOUNTS

67. Clauses 123 to 127 inclusive of Table "A" shall apply.

XXV - CAPITALISATION OF PROFITS

68. Clauses 128 and 129 of Table "A" shall apply.

XXVI - AUDIT

69. Clause 130 of Table "A" shall apply.

XXVII - NOTICES

70. Clauses 131 to 134 inclusive of Table "A" shall apply.

XXVIII - WINDING UP

71. Clause 135 of Table "A" shall apply.

XXIX - INDEMNITY

72. Clause 136 of Table "A" shall apply.

We hereby certify this to be a true copy of the Memorandum of Association.

*John M. Callum*  
Director/Secretary

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

ARCHITECTURAL HARDWARE LIMITED

1. The name of the Company is "ARCHITECTURAL HARDWARE LIMITED"
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are :-

(A) To carry on all or any of the businesses of manufacturers agents, merchants, importers, exporters, buyers, sellers and manufacturers of and dealers, both wholesale and retail, in all apparatus, plant, machinery, instruments, fittings, furniture and equipment used, employed and applied in or pertaining or related to the opening, closing, movement, passage and position of doors, doorways, gates, screens, hatches, barriers, windows, casements, skylights and other articles of the same nature and in all other kinds of goods, merchandise, wares, materials and articles, including machinery, plant, implements, stores, produce, raw materials, manufactured and partly manufactured articles and things of all kinds and to carry on every kind of agency business.

(B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights.

(C) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company, or carrying on any business which the Company is authorised to carry on, and upon any terms and in any consideration, and in particular for cash or in consideration of the issue of shares, securities or obligations of the Company.

(D) To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concession or co-operation with any person or

company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold, sell or otherwise deal with share, securities or obligations of, and to subsidise or otherwise assist any such person or company.

(E) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business and to erect, construct and equip buildings and works of all kinds.

(F) To apply for, purchase or otherwise acquire any patents, licences, and like rights, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.

(G) To purchase, subscribe for or otherwise acquire, and to hold the shares, securities or obligations of any company in the United Kingdom or elsewhere.

(H) To invest the moneys of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined.

(I) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit and to enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or otherwise and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing any company which is, (within the meaning of Sec. 154 of the Companies Act, 1948, or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company and for any of such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(J) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the payment of any sum or of any other person or company having dealings with the Company, or in those business or undertakings the Company is interested.

(iii)

(K) To draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.

(L) To lend money to such persons, upon such terms and subject to such conditions, as may seem expedient.

(M) To sell, let, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company.

(N) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares, debentures, debenture stock, securities or obligations.

(O) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

(P) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(Q) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay all the expenses of or incidental to such promotion.

- (R) To amalgamate with any other company.
- (S) To distribute any of the Company's property or assets among the members in specie.
- (T) To cause the Company to be registered or recognised in any foreign country.
- (U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (V) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

And it is hereby declared that the word "company", save where used in reference to this Company in this clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that each of the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

- 4. The liability of the Members is limited.
- 5. \*The share capital of the Company is £100 divided into 100 Shares of £1 each.

\*By a Resolution passed 21st August 1973 the share capital of the Company was increased to £200,000 divided into 200,000 Shares of £1 each.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
MARK FINBURGH, 17 Throgmorton Avenue, London, E.C.2. Solicitor	One
DAVID W. ERISTOW, 17 Throgmorton Avenue, London, E.C.2. Solicitor's Articled Clerk	One

Dated the 20th day of July, 1965.

Witness to the above signatures:-

A.S. CORBY,  
10 Spangate, Blackheath Park,  
London, S.E.3.  
Solicitor's Articled Clerk

No. of Company

855332

## THE COMPANIES ACTS 1948 to 1967

## Notice and Statement\* of Increase in Nominal Capital

To THE REGISTRAR OF COMPANIES

ARCHITECTURAL HARDWARE

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948, that by an Ordinary Resolution of the Company dated the 21st day of August 1973, the nominal capital of the Company has been increased by the addition thereto of the sum of £ 100,000 beyond the registered capital of £ 100,000

The additional capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each share
100,000	Ordinary	£1

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

The shares rank *pari passu* with the existing ordinary shares of the Company.

Signature

Peter H. Callum.

State whether Director or Secretary

Secretary.

Dated the

10

day of

September

1973.

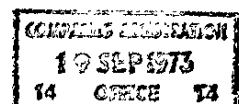
Presented by

Presenter's Reference TDP/CDC

Ashurst Morris Crisp &amp; Co.,

17 Throgmorton Avenue,

London, EC2N 2DD.





Number of Company 855332 /49 M/F

ARCHITECTURAL HARDWARE LIMITED

ORDINARY RESOLUTION

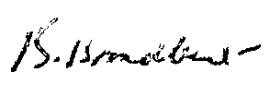
passed at an Extraordinary General Meeting of the Company duly convened held the 2nd August 1974 at 540 West Chevy Chase Drive, Glendale, California 91209, United States of America


That the authorised Share Capital of the Company be increased from £200,000 to £250,000 by the creation of 50,000 Ordinary Shares of £1 each to rank upon issue pari passu in all respects with the existing Ordinary Shares of the Company.

  
CHAIRMAN.

I HEREBY CERTIFY that this Resolution was produced by means of heat-fused electro-static photography.

DATED this 12th day of August, 1974

  
Clerk with Eaton Smith & Downey,  
Huddersfield.



No. of Company 855332

/50..

## THE COMPANIES ACTS 1948 to 1967

Notice ~~and Statement~~\* of Increase in Nominal Capital

\* DELETE "and Statement" in cases where a SEPARATE statement is necessary; see overleaf for notes.

To THE REGISTRAR OF COMPANIES ARCHITECTURAL HARDWARE

Insert name of Company.

† State whether Ordinary or Extraordinary or Special Resolution.

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948, that by an Ordinary Resolution of the Company dated the 2nd day of August 1974 the nominal capital of the Company has been increased by the addition thereto of the sum of £ 50,000 beyond the registered capital of £ 200,000

The additional capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each share
50,000	Ordinary	£1

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

If any of the new shares are Preference Shares state whether they are convertible or not. If they are convertible no conditions should be set out separately by way of annexure.

pari passu in all respects with the existing Ordinary Shares of the Company.

Signature

State whether Director or Secretary

Director

Dated the 9th day of August 1974.

Presented by

Presenter's Reference W/BB/AH

HDI LBB

SPECIAL RESOLUTION

Number of Company 95 332

51

✓ ARCHITECTURAL HARDWARE LIMITED

STILL PRIVATE

SPECIAL RESOLUTION

passed at an Extraordinary General Meeting of the Company duly convened held the 2nd August 1974 at 540 West Chevy Chase Drive, Glendale, California 91201, United States of America

- (a) That Article 41 of the Articles of Association of the Company be altered by the deletion of the figures "1 - 20%" and "21% - 40%" in column 1 of the said Article 41 and the substitution therefor of the figures "1 - 15%" and "16% - 40%"
- (b) That Article 42 of the Articles of Association of the Company be altered by the deletion of the figures "1 - 20%" and "21% - 40%" in column 1 of the said Article 42 and the substitution therefor of the figures "1 - 15%" and "16% - 40%".

  
CHAIRMAN.

I HEREBY CERTIFY that this Resolution was produced by means of heat-fused electro-static photography.

DATED this 12th day of August, 1974



Clerk with Eaton Smith & Downey,  
Huddersfield.

RECEIVED  
13 AUG 1974

No. 855332

~~85~~ 52

THE COMPANIES ACT 1948

THE COMPANIES ACTS 1948 to 1967

Stu Penner

COMPANY LIMITED BY SHARES

# Memorandum

AND

# Articles of Association

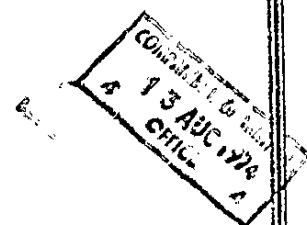
OF



ARCHITECTURAL HARDWARE LIMITED



Incorporated the 28th day of July 19 63



ASHURST, MORRIS, CRISP & CO.,  
17, THROGMORTON AVENUE,  
LONDON EC2N 2DD

No. 855332

[COPY]

CERTIFICATE OF INCORPORATION

---

I HEREBY CERTIFY that ARCHITECTURAL HARDWARE LIMITED is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

GIVEN under my hand at London this Twenty-eighth day of July One thousand nine hundred and sixty-five.

L. F. WHITFIELD,

Assistant Registrar of Companies.



THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

ARCHITECTURAL HARDWARE LIMITED

1. The name of the Company is "ARCHITECTURAL HARDWARE LIMITED"
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are :-

(A) To carry on all or any of the businesses of manufacturers agents, merchants, importers, exporters, buyers, sellers and manufacturers of and dealers, both wholesale and retail, in all apparatus, plant, machinery, instruments, fittings, furniture and equipment used, employed and applied in or pertaining or related to the opening, closing, movement, passage and position of doors, doorways, gates, screens, hatches, barriers, windows, casements, skylights and other articles of the same nature and in all other kinds of goods, merchandise, wares, materials and articles, including machinery, plant, implements, stores, produce, raw materials, manufactured and partly manufactured articles and things of all kinds and to carry on every kind of agency business.

(B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights.

(C) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company, or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and in particular for cash or in consideration of the issue of shares, securities or obligations of the Company.

(D) To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concession or co-operation with any person or

62  
13 JAN 1954  
CH

company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold, sell or otherwise deal with share, securities or obligations of, and to subsidise or otherwise assist any such person or company.

(E) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business and to erect, construct and equip buildings and works of all kinds.

(F) To apply for, purchase or otherwise acquire any patents, licences, and like rights, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.

(G) To purchase, subscribe for or otherwise acquire, and to hold the shares, securities or obligations of any company in the United Kingdom or elsewhere.

(H) To invest the moneys of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined.

(I) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit and to enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or otherwise and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing any company which is, (within the meaning of Section 154 of the Companies Act, 1948, or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company and for any of such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(J) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company or in whose business or undertaking the Company is interested.

(K) To draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.

(L) To lend money to such persons, upon such terms and subject to such conditions, as may seem expedient.

(M) To sell, let, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company.

(N) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares, debentures, debenture stock, securities or obligations.

(O) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

(P) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(Q) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay all the expenses of or incidental to such promotion.



(R) To amalgamate with any other company.

(S) To distribute any of the Company's property or assets among the members in specie.

(T) To cause the Company to be registered or recognised in any foreign country.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.

(V) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

And it is hereby declared that the word "company", save where used in reference to this Company in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that each of the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. \*The share capital of the Company is £100 divided into 100 Shares of £1 each.

✓ \* By a Resolution passed 21st August 1973 the share capital of the Company was increased to £200,000 divided into 200,000 Shares of £1 each.

\* By a Resolution passed 2nd August 1974 the share capital was increased to £250,000 divided into 250,000 Shares of £1 each.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
MARK FINBURGH, 17 Throgmorton Avenue, London, E.C.2. Solicitor	One
DAVID W. BRISTOW, 17 Throgmorton Avenue, London, E.C.2. Solicitor's Articled Clerk	One

Dated the 20th day of July, 1965.

Witness to the above signatures:-

A. S. CORBY,  
10 Spangate, Blackheath Park,  
London, S.E.3.

Solicitor's Articled Clerk

THE COMPANIES ACTS 1948 to 1967

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COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

of

ARCHITECTURAL HARDWARE LIMITED

(Adopted by Special Resolution passed  
21st August, 1973)

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I - GENERAL

1. The regulations contained in Table "A" (hereinafter referred to as Table "A") of the First Schedule to the Companies Act, 1948, shall not apply to the Company, except in so far as such regulations are hereinafter expressly directed to apply, but the following shall be the regulations of the Company.
2. References in these Articles to clauses of Table "A" shall, except where otherwise indicated, refer to clauses in Part I of Table "A".
3. Clause I of Table "A" shall apply to the construction of these Articles.
4. The Company shall be a Private Company within the meaning of the Act, and accordingly :-

(A) The right to transfer the shares of the Company shall be restricted in manner hereinafter appearing.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment, and have continued, after the determination of that employment, to be Members of the Company) is limited to 50, but so that, for the purpose of this Article, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member.

(C) No invitation shall be made to the public to subscribe for any shares or debentures of the Company.

(D) The Company shall not have power to issue share warrants to bearer.

## 11 - SHARE CAPITAL AND VARIATION OF RIGHTS

✓ 5. \* The Capital of the Company at the date of adoption of these Articles is £200,000 divided into 200,000 Shares of £1 each.

6. (A) All unissued shares shall, before issue, be offered to the holders of the shares of the Company at the date of the offer pari passu in proportion to the amount of the existing shares to which such holders are respectively entitled Provided always that no such offer shall be made which would result in any such holder becoming entitled to a fraction of a share. Such offer shall be made by notice specifying the number and class of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept any of the shares offered, the Directors shall dispose of the shares which may have been so declined to such person and in such manner as they think most beneficial to the Company. Any such holder of shares as aforesaid, may, if he so desire, decline or renounce in favour of another person or persons, approved by all the Directors, the whole of the shares so offered to him, or may accept a part of any such shares so offered to him and decline or renounce in favour of another person or persons, approved by all the Directors, the remainder.

(B) With the consent in writing of the holders of all the issued shares of the Company the provisions of this Article may be waived in whole or in part in any particular case.

7. Clauses 2 to 10 inclusive of Table "A" shall apply.

## III - LIEN

8. Clauses 11 to 14 inclusive of Table "A" shall apply.

## IV - CALLS ON SHARES

9. Clauses 15 to 21 inclusive of Table "A" shall apply.

## V - TRANSFER OF SHARES

10. Subject to any special terms as to transfer upon which any shares may be issued, or may for the time being be held, no Share in the capital of the Company shall be transferred to any person except in accordance with the provisions of Articles 11 to 21 inclusive.

11. A Member being a body corporate may at any time transfer all or any of the shares held by it to a body corporate which is in relation to such Member a holding company or a wholly-owned subsidiary company or a wholly-owned subsidiary company of the same holding company or to a body corporate which has acquired or agreed to acquire in connection with a scheme of amalgamation or reconstruction the whole or the main part of the undertaking and assets of such Member.

\* By a Resolution passed 2nd August 1974 the share capital was increased to £250,000 divided into 250,000 Shares of £1 each.

12. Any person desiring to transfer any share (hereinafter called "the proposing transferor") shall (except in the case of a transfer made pursuant to Article 11) give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same, and the transfer notice shall constitute the Company his agent for the sale of the share at the prescribed price (as hereinafter defined) to such Member or Members as shall be ascertained in accordance with Article 14 (hereinafter called "the purchasing Member") Provided always that a transfer notice shall only be given in respect of so many shares as can be offered under the provisions of Article 14 without giving rise to fractions. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

13. "The prescribed price" shall, where applicable, mean the sum per share specified in the transfer notice as the sum which the proposing transferor claims to be the fair value of the shares therein mentioned (unless the purchaser, when agreeing to purchase those of the shares which are to be purchased by him, notifies the Company that he does not accept such sum as the fair value of the shares) and in any other case shall mean the fair value of the shares to be agreed between the proposing transferor and the purchaser within seven days after the name and address of the purchaser is notified by the Company to the proposing transferor, or, failing such agreement, to be determined and certified by the Auditors for the time being of the Company on the application of either party or the Company, such Auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final.

14. (A) Forthwith upon receipt of a transfer notice all the shares comprised therein shall be offered by the Company at the prescribed price to all the members (other than the proposing transferor) in proportion to the numbers of Shares held by each of them respectively.

(B) Any offer under this Article shall be made by notice in writing specifying the number to which each holder of shares is entitled, and limiting a time (not being less than fourteen days or more than twenty-eight days) within which the offer, if not accepted, will be deemed to have been declined. Such offer shall state that any holder of shares who desires an allotment in excess of his proportion should in his reply state how many excess shares he desires to have, and, if all the holders do not claim the shares to which they are entitled, the unclaimed shares shall be used for satisfying the requests for excess shares.

(C) If within the time fixed by the Company in accordance with sub-paragraph (B) of this Article the Members to whom such offers shall have been made or some of them shall notify the Company of their acceptance of the shares so offered to them respectively, the Company shall give immediate notice thereof to the proposing transferor who shall be bound on payment of the prescribed price to transfer the shares accepted to the purchasing member or members.

15. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any share the Company may receive

the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share to the purchasing member and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member who shall not be bound to see to the application thereof and, after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

16. The Company shall give immediate notice to the proposing transferor if within the time fixed by the Company in accordance with the provisions of Article 14 the Company shall not have received acceptances in respect of all shares offered under that Article, whereupon the proposing transferor shall at any time within six months after the date on which such notice shall be given be at liberty (subject only to the provisions of Article 22 to transfer those shares for which the Company has not found purchasers to any person on a bona fide sale at any price not being less than the prescribed price Provided that the Directors may require to be satisfied in such a manner as they may reasonable require that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchasers, and if not so satisfied may refuse to register the instrument of transfer.

17. Notwithstanding the provisions of Articles 23 to 25, a person becoming entitled to a share as the result of the death of a Member shall be bound at any time after the expiration of three months from the date of such member's death, if and when required by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased Member at the date of his death; should such person fail to give such transfer notice within a period of fourteen days after being so required, or should there be no executors at the expiration of the said period of three months, a transfer notice shall be deemed to have been given and the provisions of Articles 12 to 16 shall have effect accordingly.

18. Notwithstanding the provisions of Articles 23 to 25, if any Member be adjudged bankrupt, a person entitled to a share in consequence of the bankruptcy shall be bound forthwith to give to the Company a transfer notice in respect of the shares registered in the name of the bankrupt Member; in default of such transfer notice being given within one month of bankruptcy, such person shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Articles 12 to 16 shall have effect accordingly.

19. Except in the case of a transfer made pursuant to Articles 11, 14 and 16, the Directors may, in their absolute discretion and without assigning any ground or reason, decline to register any transfer of any share, whether or not it is a fully paid share.

20. With the consent in writing of the holders of all the issued shares of the Company, the provisions of Articles 10 to 19 inclusive may be waived in whole or in part in any particular case or cases.

21. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder

the Directors may from time to time require any Member or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the Directors may by notice in writing require that a transfer notice be given in respect of the shares concerned. Failing such transfer notice being given within a period of fourteen days after being so required, a transfer notice shall be deemed to have been given in respect of the shares concerned and the relevant provisions of Articles 12 to 20 inclusive shall have effect accordingly.

22. Clauses 22, 23 and 25 to 28 inclusive of Table "A" shall apply.

#### VI - TRANSMISSION OF SHARES

23. In the case of the death of a Member, the survivors or survivor, where the deceased was a joint holder, and the executors of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

24. Subject to the provisions of Articles 17 and 18 any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may (subject as hereinafter provided) upon giving to the Company notice in writing of such his desire and upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.

25. A person entitled to a share by transmission (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a Member, unless and until he shall become a Member in respect of the share.

#### VII - FORFEITURE OF SHARES

26. Clauses 23 to 39 inclusive of Table "A" shall apply.

#### VIII - CONVERSION OF SHARES INTO STOCK

27. Clauses 40 to 43 inclusive of Table "A" shall apply.

#### IX - ALTERATION OF CAPITAL

28. The Company may from time to time by Ordinary Resolution increase the capital of the Company by such sum, to be divided into shares of such nominal amounts, as the resolution shall prescribe.

29. Clauses 45 and 46 of Table "A" shall apply.

#### X - GENERAL MEETINGS

30. Clauses 47 and 48 of Table "A" shall apply.

31. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meeting shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act.

#### XI - NOTICE OF GENERAL MEETINGS

32. Clauses 50 and 51 of Table "A" shall apply.

#### XII - PROCEEDINGS AT GENERAL MEETINGS

33. Clauses 52 of Table "A" shall apply.

34. No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business. Three Members present in person or by proxy shall be a quorum for all purposes, Provided always that for so long as they shall be and remain members of the Company, Heywood Williams Group Limited and Adams Rite Manufacturing Company must both be present either by their duly authorised representatives or by proxy to constitute a quorum at a general meeting.

35. If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of or by Members, shall be dissolved. In any other case it shall stand adjourned to such day in the next week, and at such time and place as the Directors may determine.

36. At any adjourned meeting the Members present and entitled to vote, whatever their number and notwithstanding the proviso to Article 34 hereof, shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

37. (a) Clause 55 to 59 inclusive and Clause 61 of Table "A" shall apply.

(b) Subject to the provisions of the Act, a Resolution in writing signed by all the Member for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such Resolution may consist of several documents in like form each signed by one or more of the members

#### XIII - VOTES OF MEMBERS

38. Clauses 62 to 73 inclusive of Table "A" shall apply.



# XIV - CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS .

39. Clause 74 of Table "A" shall apply.

## XV - DIRECTORS

40. The number of Directors shall be not less than two.

41. So long as Heywood Williams Group Limited of Bayhall Works Huddersfield ( or any company standing in the relationships to Heywood Williams Group Limited referred to in Article 11 ) hereinafter referred to as " the Appointor " is the holder of the percentage in nominal value of the issued share capital of the company for the time being specified in Column 1 below the Appointor shall be entitled by notice in writing delivered at or sent by recorded delivery to the company at its registered office for the time being

- (i) to appoint as Directors of the company the number of persons specified alongside in Column 2 below, and
- (ii) to remove from office any such person and to appoint other persons in his place

<u>Column 1</u>	<u>Column 2</u>
1 - 15%	1
16% - 40%	2
41% - 60%	3
61% - 80%	4
81% - 99%	5

If at any time the number of Directors holding office by virtue of this Article shall be in excess of the number of persons which the Appointor shall for the time being be entitled to appoint hereunder the Appointor shall forthwith remove from office the number of Directors corresponding to such excess and in default of such removal all the Directors holding office by virtue of this Article shall vacate the office of Director.

So long as Adams Rite Manufacturing Company of 540 West Chevy Chase Drive California 91209 U.S.A. ( or any company standing in the relationships to Adams Rite Manufacturing Company referred to in Article 11 ) hereinafter referred to as " the Appointor " is the holder of the percentage in nominal value of the issued share capital of the company for the time being specified in column 1 below the Appointor shall be entitled by notice in writing delivered at or sent by recorded delivery to the company at its registered office for the time being

- (i) to appoint as Directors of the company the number of persons specified alongside in Column 2 below. and
- (ii) to remove from office any such person and to appoint other persons in his place.

<u>Column 1</u>	<u>Column 2</u>
1 - 15%	1
16% - 40%	2
41% - 60%	3
61% - 80%	4
81% - 99%	5

If at any time the number of Directors holding office by virtue of this Article shall be in excess of the number of persons which the Appointor shall for the time being be entitled to appoint hereunder the Appointor shall forthwith remove from office the number of Directors corresponding to such excess and in default of such removal all the Directors holding office by virtue of this Article shall vacate the office as Director.

43. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company as an addition to the existing Directors and may fill any casual vacancy occurring in the office of a Director so appointed. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.

44. A Director shall not be required to hold any share qualification.

45. Any Director may, by writing under his hand or by cable or telegram appoint any other Director or appoint any other person (whether a Member of the Company or not) to be his alternate, and such appointee while he holds office as an alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to notice of and to attend meetings of Directors and in the absence of the Director whom he represents to vote thereat accordingly. A Director may at any time revoke the appointment of an alternate appointed by him, and appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. Any revocation under this Article shall be effective by notice in writing under the hand of the Director making the same or by cable or telegram and any such notice if left at or delivered to the registered office of the Company shall be sufficient evidence of such revocation.

46. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Director whom he represents. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.

47. The remuneration of the Directors shall be fixed by the Company in General Meeting. Any remuneration so voted shall, in default of agreement to the contrary, be divided between the Directors equally and shall be deemed to accrue from day to day. The Directors shall also be entitled to be repaid by the Company all such reasonable travelling (including hotel and incidental) expenses as they may incur in attending Meetings of the Board or of Committees of the Board or General Meetings or which they may otherwise incur in or about the business of the Company.

48. A Director may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as member or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company. A Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

49. The Directors shall have power to grant to any Director required to render any special or extraordinary service such special remuneration for the services rendered as they may think proper.

50. A Director may hold any office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director and he or his firm may act in a professional capacity to the Company on such terms (as to remuneration and otherwise) as the Directors may determine.

#### XV1 - BORROWING POWERS

51. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### XV11 - POWERS AND DUTIES OF DIRECTORS

52. Clauses 80 to 83 inclusive of Table "A" shall apply.

53. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made at the first meeting of the Directors held after he becomes so interested. A general notice to the Directors by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may after the date of the notice be made with such firm or company shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be a sufficient declaration of interest in relation to such contract or transaction under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company. A Director may as a Director vote in respect of any contract or arrangement which he shall make with the Company or in which he is so interested

as aforesaid and if he do so vote his vote shall be counted and he may be reckoned for the purpose of constituting a quorum of the Directors.

54. Clauses 85 and 86 of Table "A" shall apply.

55. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or produce the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and holding any salaried employment or office in the Company or such other company and the wives, widows, families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition, or for any public, general or useful object, and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always, if the Statutes shall so require, to particulars with respect to the proposed payment being disclosed to the Members of the Company and to the proposal being approved by the Company, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

#### XVIII - DISQUALIFICATION OF DIRECTORS

56. Clause 88 of Table "A" shall apply.

#### XIX - PROCEEDINGS OF DIRECTORS

57. Subject to the provisions of these articles the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business shall be two Directors. Provided that one Director holding office by virtue of article 41 and one Director holding office by virtue of Article 42 must both be present. If within half an hour from the time appointed for a meeting a quorum is not present, it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other place as the chairman of the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any two directors shall be a quorum.

(b) It shall be necessary to give notice of a meeting of the Directors to any Director or alternate Director for the time being absent from the United Kingdom.

(c) Fourteen days notice at the least (exclusive of the day on which the Notice is served or is deemed in accordance with Paragraph (d) of this article to have been served) of every meeting of the Directors shall be given to every Director and alternate Director entitled to receive the same; every such notice shall specify the place the day and the hour of the meeting; provided that any meeting may be convened on such shorter notice and in such manner as all the Directors or their alternate Directors may approve.

(d) Every such notice may be given orally (personally or by telephone), served personally or sent by pre-paid letter post, cable, telex or telegram to the address for the time being supplied for the purpose to the Secretary of the Company by the person entitled to receive the same (or if no address has been so supplied by any such person to his last known address). Every notice given orally or by telex shall be confirmed in writing but shall nevertheless be deemed to have been served at the time when it is given orally or by telex; every notice sent by letter post shall be deemed to have been served on the expiry of 24 hours from the time of posting if posted to an address in the United Kingdom and on the expiry of 72 hours from the time of posting if posted to an address outside the United Kingdom; and every notice sent by cable or telegram shall be deemed to have been served on the expiry of 12 hours from the time when the cable or telegram was handed in by the Company for despatch.

58. The Chairman may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

59. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled to a separate vote on behalf of the Director he is representing and in addition to his own vote.

60. Clauses 101 to 105 inclusive of Table "A" shall apply.

61. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Board of Directors duly convened and held. Such resolution may consist of several documents in the like form each signed by one or more of the Directors. For the purpose of this Article the signature of an alternate Director shall suffice in lieu of the signature of the Director whom he represents.

#### XX - MANAGING DIRECTORS

62. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Such appointment shall be automatically determined if a Director so appointed shall cease from any cause to be a Director.

63. Clauses 108 and 109 of Table "A" shall apply.

#### XXI - SECRETARY

64. Clauses 110 to 112 of Table "A" shall apply.

XXII - THE SEAL

65. Clause 113 of Table "A" shall apply.

XXIII - DIVIDENDS AND RESERVE

66. Clauses 114 to 122 inclusive of Table "A" shall apply.

XXIV - ACCOUNTS

67. Clauses 123 to 127 inclusive of Table "A" shall apply.

XXV - CAPITALISATION OF PROFITS

68. Clauses 128 and 129 of Table "A" shall apply.

XXVI - AUDIT

69. Clause 130 of Table "A" shall apply.

XXVII - NOTICES

70. Clauses 131 to 134 inclusive of Table "A" shall apply.

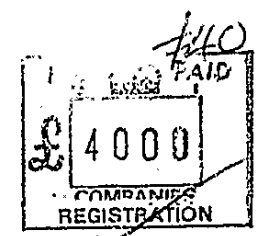
XXVIII - WINDING UP

71. Clause 135 of Table "A" shall apply.

XXIX - INDEMNITY

72. Clause 136 of Table "A" shall apply.

Number of Company: 855332 / 78



The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to Section 141(2) of the Companies Act 1948)

OF

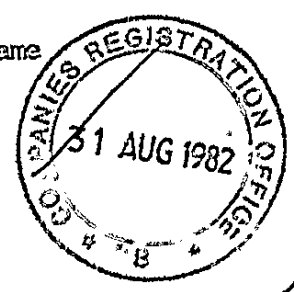
ARCHITECTURAL HARDWARE LIMITED

Passed Third day of August, 1982

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Hospital Street, Birmingham 19 on the Third day of August 1982, the Resolution set out below was duly passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION

That, subject to acceptance on registration the name of the Company be and is hereby changed to Newman-Tonks (Overseas Holdings) Limited.



.....  
M.L.B. Wright  
Chairman



Base.  
435916. £40.

# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 855332 / 79.

I hereby certify that

ARCHITECTURAL HARDWARE LIMITED

having by special resolution changed its name, is now  
incorporated under the name of

NEWMAN-TONKS (OVERSEAS HOLDINGS) LIMITED

Given under my hand at Cardiff the 28TH SEPTEMBER 1982

A handwritten signature in dark ink, appearing to read 'R. V. Jones'.

Assistant Registrar of Companies



Number of Company: 855332

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

(Pursuant to Section 141(2) of the Companies Act 1948)

OF

ARCHITECTURAL HARDWARE LIMITED

NEW M

Passed Third

day of August

, 1982

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Hospital Street, Birmingham 19 on the Third day of August 1982, the Resolutions set out below were duly passed as SPECIAL RESOLUTIONS:-

SPECIAL RESOLUTIONS

1. That the Memorandum of Association of the Company be and it is hereby amended by the addition of a new sub-clause 3(AA) to precede Clause 3(A) thereof as set out in the document now produced to the meeting and signed for the purposes of identification by the Chairman.
2. That the Articles of Association of the Company be amended by the adoption of the new Articles of Association in the form produced to the meeting and signed by the Chairman for the purposes of identification in substitution for the existing Articles of Association.

M.L.B. Wright  
Chairman



Number of Company: 855332 / 81.

13/10 u

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

# Memorandum

AND

## ~~Articles of Association~~

OF

NEWMAN-TONKS (OVERSEAS HOLDINGS)

LIMITED

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Incorporated the 28th day of July 1965

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This is the print of the amended form of Memorandum of Association referred to in the Notice of Meeting of the Company dated 3rd AUGUST 1982 and signed by the Chairman for identification purposes.

.....  
Chairman

WRAGGE & CO.,  
SOLICITORS,  
BIRMINGHAM, B2 5JY

The Company's Accounts 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

NEWMAN-TONKS (OVERSEAS HOLDINGS) LIMITED

1. The name of the Company is "Newman-Tonks (Overseas Holdings) Limited" \*.

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(AA) To acquire by purchase, exchange, subscription, or otherwise and to hold the whole or any portion of the shares, debentures stock or other securities of or rights or interests in any companies, corporations, associations, firms or undertakings whether registered in the United Kingdom or overseas and generally to carry on the business of a holding company in all its branches, to co-ordinate the policy and administration of any companies, corporations, associations, firms or undertakings in which this Company is a member or participant or which are controlled by or associated with this Company in any manner and to do anything which will promote the efficiency and profitability of the business carried on by any such companies, corporations, associations, firms, or undertakings to acquire for any estate or interest and to hold any property, real or personal, or rights of any kind and to manage and receive the income from any investments, property and assets of the Company.

(A) To carry on all or any of the businesses of manufacturers agents, merchants, importers, exporters, buyers, sellers and manufacturers of and dealers, both wholesale and retail, in all apparatus, plant, machinery, instruments, fittings, furniture and equipment used, employed and applied in or pertaining or related to the opening, closing, movement, passage and position of doors, doorways, gates, screens, hatches, barriers, windows, casements, skylights and other

articles of the same nature and in all other kinds of goods, merchandise, wares, materials and articles, including machinery, plant, implements stores, produce, raw materials, manufactured and partly manufactured articles and things of all kinds and to carry on every kind of agency business.

- (B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights.
- (C) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company, or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and in particular for cash or in consideration of the issue of shares, securities or obligations of the Company.
- (D) To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concession or co-operation with any person or company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold, sell or otherwise deal with share, securities or obligations of, and to subsidise or otherwise assist any such person or company.
- (E) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business and to erect, construct and equip buildings and works of all kinds.
- (F) To apply for, purchase, or otherwise acquire any patents, licences, and like rights, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.
- (G) To purchase, subscribe for or otherwise acquire, and to hold the shares, securities or obligations of any company in the United Kingdom or elsewhere.
- (H) To invest the moneys of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined.

- (I) To borrow or raise or secure the payment of money for such manner and upon such terms as the Company may think fit and to enter into any guarantee, contract of indemnity or suretyship whether by person covenant or otherwise and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing any company which is, (within the meaning of Section 154 of the Companies Act, 1948 or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company and for any such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- (J) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company, or in whose business or undertaking the Company is interested.
- (K) To draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (L) To lend money to such persons, upon such terms and subject to such conditions, as may seem expedient.
- (M) To sell, let, develop, dispose of or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company.
- (N) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares, debentures, debenture stock, securities or obligations.
- (O) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

- (P) To establish and maintain or promote the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (Q) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay all the expenses of or incidental to such promotion.
- (R) To amalgamate with any other company.
- (S) To distribute any of the Company's property or assets among the members in specie.
- (T) To cause the Company to be registered or recognised in any foreign country.
- (U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (V) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

And it is hereby declared that the word "company", save where used in reference to this Company in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that each of the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. . The liability of the Members is limited.

5. \*The share capital of the Company is £100 divided into 100 shares of £1 each.

\* By a Resolution passed 31st January 1966 the share capital of the Company was increased to £10,000 divided into 10,000 Shares of £1 each.

\* By a Resolution passed 21st August 1973 the share capital of the Company was increased to £200,000 divided into 200,000 Shares of £1 each.

\* By a Resolution passed 2nd August 1974 the share capital was increased to £250,000 into 250,000 Shares of £1 each.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
MARK FINBURGH, 17 Throgmorton Avenue, London, E.C.2. Solicitor	One
DAVID W. BRISTOW, 17 Throgmorton Avenue, London, E.C.2. Solicitor's Articled Clerk	One

Dated the 20th day of July, 1965.

Witness to the above signatures:-

A.S. CORBY,  
10 Spangate, Blackheath Park,  
London, S.E.3.

Solicitor's Articled Clerk



The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

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**Memorandum**

**AND**

**~~Articles of Association~~**

**OF**

**NEWMAN-TONKS (OVERSEAS HOLDINGS)  
LIMITED**

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**WRAGGE & CO.,  
SOLICITORS,  
BIRMINGHAM, B2 5JY**

Number of Company: 855332

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

~~Memorandum~~

~~AND~~

Articles of Association

OF

NEWMAN-TONKS (OVERSEAS HOLDINGS)

LIMITED

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Incorporated the 28th day of July 1965

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This is the new form of Articles of Association referred to  
in the Notice of Meeting dated 3rd, August 1982 signed  
by the Chairman for the purposes of identification

.....  
Chairman

WRAGGE & CO.,  
SOLICITORS,  
BIRMINGHAM. B2 5JY

COMPANIES REGISTRATION  
M

(Articles for a Subsidiary Company)

The Companies Acts 1948 to 1981

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C O M P A N Y   L I M I T E D   B Y   S H A R E S

---

ARTICLES OF ASSOCIATION

of

NEWMAN-TONKS (OVERSEAS HOLDINGS) LIMITED  
(adopted the 3rd. day of AUGUST 1982)

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PRELIMINARY

1. The Regulations contained or incorporated in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967 to 1981 (hereinafter referred to as "Table A"), other than Regulations 2, 22, 24, 73A, 75, 79, 89 to 95 inclusive and 136 of Table A shall, subject to the modifications hereinafter expressed, apply to the Company and, together with the Articles hereinafter contained shall constitute the Regulations of the Company.

PRIVATE COMPANY

2. The Company is a private company and accordingly the provisions of Section 15 of the Companies Act 1980 shall apply to the Company.

SHARE CAPITAL

3. (A) The authorised share capital of the Company at the date of adoption of these Articles is £250,000 divided into 250,000 Shares of £1 each;

(B) Subject to the provisions of Article 4, the Directors are hereby unconditionally authorised for the purposes of Section 14 of the Companies Act 1980, at any time or times during the period of 5 years from the date of the adoption of these Articles to allot unissued shares in the capital of the Company up to the amount of the authorised but unissued share capital of the Company at the date of any such allotment provided that the authority hereby given may, subject to the said Section 14, be renewed, revoked or varied by the Company at any time during such period by Ordinary Resolution and unless so renewed, revoked or varied, such authority shall expire at the end of such period.

#### ALLOTMENT OF SHARES

4. Subject to the provisions of Regulations 3 and 4 of Table A, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, all shares shall be issued to such persons and upon such terms and conditions and with such rights, priorities, privileges or restrictions as the Resolution creating or issuing such shares and/or effecting the increase in the authorised share capital of the Company shall prescribe but, in the absence of any such prescription, all shares whether forming part of the existing or any increased capital shall be at the disposal of the Directors who may issue them, subject to Section 14 of the Companies Act 1980, to such persons at such times and generally on such terms and conditions and with such rights, priorities, privileges or restrictions as they may think fit. Accordingly, sub-sections (1) (6) and (7) of Section 17 of the Companies Act 1980 shall not apply to the Company.

#### LIEN

5. The lien conferred by Regulation 11 of Table A shall extend also to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders and shall be a first and paramount lien for all moneys and liabilities whether presently due and payable or not.

#### CALLS

6. Regulation 15 of Table A shall be amended by deleting therefrom the words "exceed one fourth of the nominal value of the share or".

#### TRANSFER OF SHARES

7. The instrument of transfer of any share shall be signed by or on behalf of the transferor only and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof PROVIDED THAT in the case of a partly paid share, the instrument of transfer shall also be signed by or on behalf of the transferee.

8. The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share whether or not it is a fully paid share.

#### GENERAL MEETINGS

9. Regulation 50 of Table A shall be amended by deleting therefrom the words "the Regulations of the Company" and by substituting therefor the words "Regulation 134 of these Regulations" and in addition, the Directors shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company.

10. Regulation 54 of Table A shall be read and construed as if there were added at the end thereof the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

11. At any General Meeting of the Company, a poll may be demanded by one or more Members present in person or by proxy and having the right to vote at the Meeting and sub-clauses (b) (c) and (d) of Regulation 58 of Table A shall be modified accordingly.

12. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in Regulation 58 of Table A.

13. Subject to the provisions of the Companies Acts 1948 to 1980, a Resolution in writing signed by all the Members (or their respective attorneys duly authorised in writing) for the time being entitled to receive notice of and to attend and vote at General Meetings of the Company (or being Corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such Resolution in writing may consist of one or more documents in like form each signed by one or more such members or their duly authorised attorneys or representatives as aforesaid.

#### APPOINTMENT AND REMOVAL OF DIRECTORS

14. (A) The first Directors of the Company shall be the persons named as such in the Statement delivered to the Registrar of Companies pursuant to Section 21 of the Companies Act 1976.

(B) Unless and until otherwise determined by Ordinary Resolution of the Company, there shall be no maximum number of Directors and the minimum number of Directors shall be two.

15. (A) The Directors shall not be required to retire by rotation.

(B) Any person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of 70 years or any other age. Accordingly, Section 185 of the Companies Act 1948 shall not apply to the Company and the words and figures "or 185" in sub-clause (a) of Regulation 88 of Table A shall be deleted.

(C) Regulation 88 of Table A shall be amended by deleting the whole of sub-clause (d) thereof and by substituting therefor the following:-

"(d) becomes incapable by reason of mental disorder, illness or injury of managing or administering his affairs".

16. (A) The holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at all General Meetings of the Company ("the Majority Shareholder(s)") shall have power at any time and from time to time by notice in writing to the Company signed by or on behalf of him or them left at or sent by registered or recorded delivery post to the Registered Office of the Company appoint any person to be a Director of the Company but so that the total number of Directors shall not at

any time exceed the number fixed in accordance with these Articles.

- (B) The Directors shall also have power at any time and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election.

17. (A) In addition and without prejudice to the provisions of Section 184 of the Companies Act 1948 and Regulations 88 and 96 of Table A, the Majority Shareholder(s) shall have power at any time and from time to time by notice in writing to the Company and to the Director signed by or on behalf of the Majority Shareholder(s) and left at or sent by registered or recorded delivery post to the Registered Office of the Company remove any Director before the expiration of his period of office. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

- (B) Regulation 97 of Table A shall be amended by deleting therefrom the second sentence thereof.

#### BORROWING POWERS

18. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and, subject to Section 14 of the Companies Act 1980, to issue debentures, debenture stock or other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### POWERS AND PROCEEDINGS OF DIRECTORS

19. Regulation 78 of Table A shall be amended by inserting the words "In General Meeting" after the words "unless the Company".

20. A Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising therefrom and shall be counted in the quorum present at any Meeting at which any such contract or arrangement is proposed or considered and if he shall so vote, his vote shall be counted. Regulation 84 of Table A shall be modified accordingly.

21. The Directors shall not be required to sign their name in any book which may be kept for the purpose of recording attendance at Meetings and Regulation 86 of Table A shall be modified accordingly.

22. The Directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services

both for persons who are or have been Directors of, or who are or have been employed by the Company and their dependants and relatives and the Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers and Regulation 87 of Table A shall not apply to the Company.

23. For the purposes of Regulation 106 of Table A, a resolution in writing of the Directors may consist of one or more documents in like form each signed by one or more of such Directors and the said Regulation 106 shall be read and construed accordingly and shall also apply to any Resolution of a committee of Directors.

#### ALTERNATE DIRECTORS

24. (A) Each Director shall have the power (1) at any time to appoint as an alternate Director, either another Director or any other person approved for that purpose by a Resolution of the Directors and (2) at any time, to terminate such appointment.
- (B) The appointment of an alternate Director shall automatically terminate on the happening of any event which, if he were a Director, would cause him to vacate the office of Director or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same Meeting.
- (C) Every appointment, removal or resignation of an alternate Director, shall be in writing signed by the appointor or (as the case may be) by the alternate Director and shall take effect (subject to any approval required under sub-clause (A) of this Article) upon receipt of such written appointment, removal or resignation at the Registered Office of the Company.
- (D) An alternate Director shall, (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), be entitled to receive notices of all Meetings of the Directors or of any committee of the Directors of which his appointor is a member, and to attend and, in place of his appointor, vote as a Director and be counted for the purposes of a quorum at any such Meeting at which his appointor is not personally present and generally, in the absence of his appointor, to perform and exercise all the functions, powers and duties as a Director of his appointor and to receive notice of all General Meetings. An alternate Director shall during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor.
- (E) An alternate Director shall be repaid by the Company such expenses as might properly be repaid to him if he had been a Director but, he shall not (unless the Directors otherwise resolve) in respect of his office of alternate Director be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

- (F) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at Meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.

#### SECRETARY

25. The first Secretary of the Company shall be the person named as such in the Statement delivered to the Registrar of Companies pursuant to Section 21 of the Companies Act 1976.

#### WINDING UP

26. In Regulation 135 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how such division," and the word "members" shall be substituted for the word "contributories".

#### INDEMNITY

27. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948 in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto PROVIDED THAT this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.



The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

~~Memorandum~~

AND

Articles of Association

OF

NEWMAN-TONKS (OVERSEAS HOLDINGS)

LIMITED

WRAGGE & CO.,  
SOLICITORS,  
BIRMINGHAM, B2 5JY

19.34

Number of } 855332  
Company } 86 .

*The Companies Acts 1948 to 1981*

COMPANY LIMITED BY SHARES

## Special Resolution

*(Pursuant to s. 141 (2) of the Companies Act 1948)*

OF

NEWMAN-TONKS (OVERSEAS HOLDINGS) LIMITED

*Passed* 10th December, 1982 .

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at

HOSPITAL STREET, BIRMINGHAM.

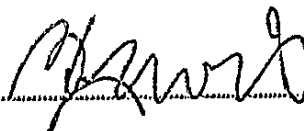
on the 10TH day of DECEMBER, 1982, the subjoined SPECIAL RESOLUTION duly passed, viz. :—

### RESOLUTION

IN ACCORDANCE WITH SECTION 12 OF THE COMPANIES ACT 1981

'AUDITORS SHALL NOT BE RE-APPOINTED'

Signature .....



COMPANY SECRETARY

To be signed  
by the Chair-  
man, a Direc-  
tor, or the  
Secretary of  
the Company.

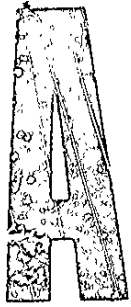
NOTE.—To be filed within 15 days after the passing of the Resolution(s).



## THE COMPANIES ACTS 1948 TO 1976

# Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976



Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

90

855332

\*delete if inappropriate

## Note

Please read notes 1 to 5 overleaf before completing this form

Name of company

NEWMAN-TONKS (OVERSEAS HOLDINGS)

Limited\*

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

31 10

†delete as appropriate

The current accounting reference period of the company is to be treated as ~~shortened~~ <sup>✓</sup> ~~extended~~† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

31 10 1984

See note 4(c) and complete if appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

†delete as appropriate

The company is a [subsidiary] ~~[holding company]~~† of NEWMAN-TONKS GROUP PLC

company number 29131

the accounting reference date of which is 31.10

§delete as appropriate

Signed

[Director] [Secretary] §Date

30. 10. 84

Presenter's name, address and reference (if any):

B.R. Lewis  
Newman-Tonks Group plc.,  
Hospital Street  
Birmingham B19 2YG.

For official use  
General section

Post room



Number of } 855332  
Company }

*The Companies Act 1985*

COMPANY LIMITED BY SHARES

**Special Resolution**

*(Pursuant to s. 378 (2) of the Companies Act 1985)*

OF

NEWMAN TONKS (OVERSEAS HOLDINGS) LTD

Passed 17 March, 1989

AT an EXTRAORDINARY GENERAL MEETING of the above-named  
Company, duly convened, and held at

Hospital Street, Birmingham, B19 2YG

on the 17 day of March, 1989, the subjoined  
SPECIAL RESOLUTION was duly passed, viz.:—

RESOLUTION

That, pursuant to Section 252 of the Companies Act 1985,  
auditors shall not be re-appointed.

Signature .....

Group Company Secretary

To be signed by  
the Chairman, a  
Director, or the  
Secretary of the  
Company.

NOTE.—To be filed within 15 days after the passing of the Resolution(s).

27 SEP 1990

P.T.O. 20



The Solicitors' Law Stationery Society plc, Oyez House, 27 Cramscott Street, London SE1 5TS

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Notice of new accounting reference  
date given during the course of  
an accounting reference period

225(1)

Pursuant to section 225(1) of the Companies Act 1985  
as amended by Schedule 13 to the Insolvency Act 1986

To the Registrar of Companies

For official use

Company Number

Name of Company

855332

Newman Tonks (Overseas Holdings) Limited

gives notice that the company's new accounting  
reference date on which the current  
accounting reference period and each  
subsequent accounting reference period of  
the company is to be treated as coming, or  
as having come, to an end is

Day Month

3 1 1 2

The current accounting reference period of  
the company is to be treated as EXTENDED  
and will come to an end on

Day Month Year

3 1 1 2 1 9 9 2

If this notice states that the current accounting reference period is to  
be extended, and reliance is being placed on section 225(6)(c) of the  
Companies Act 1985, the following statement should be completed:

The company is a subsidiary of Newman Tonks Group PLC  
company number 29131  
the accounting reference date of which is 31 December

If this notice is being given by a company which is subject to an  
administration order and this notice states that the current accounting  
reference period of the company is to be extended AND it is to be extended  
beyond 18 months OR reliance is not being placed on section 225(6) of the  
Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_  
and it is still in force.

Signed

Designation

Company  
Secretary  
Assistant

Date 23.7.92

Presenter's name, address  
and reference (if any):

For official use  
General section

Post room 2 8 JUL 1992

Ref: DCM/JT  
D.C. May  
Newman Tonks Group PLC  
Hospital Street  
BIRMINGHAM  
B19 2YG

CHAPP

COMPANIES HOUSE  
5

G

Notice of increase

in nominal capital

123

Pursuant to section 123 of the Companies Act 1985

To the Registrar of Companies

For official use

Company Number

Name of company

--	--	--

855332

Newman Tonks (Overseas Holdings) Limited

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 14 October 1994 the nominal capital of the company has been increased by £119750000.00 beyond the registered capital of £250000.00.

A copy of the resolution authorising the increase is attached.

The conditions (eg voting rights, dividend rights, winding-up rights etc) subject to which the new shares have been or are to be issued are as follows

The new Ordinary Shares rank pari passu in all respects with the existing Ordinary Shares in the capital of the Company.

The conditions relating to the new Fixed Rate Preference Shares are as set out in the attached Special Resolution.

Please tick if continuation sheet(s) are attached

☒

Signed



Designation

Bryan Leventon

Date

11/10/94

Presenter's name, address and reference (if any):

Ref: DCM/JT  
M.W. Roe  
Newman Tonks Group PLC  
The Crescent  
Birmingham Business Park  
BIRMINGHAM B37 7YX  
CHAPP

For official use  
General section

Post room



Company Number: 855332

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES



RESOLUTIONS

of

NEWMAN-TONKS (OVERSEAS HOLDINGS) LIMITED

PASSED ON 14TH OCTOBER 1994

At an Extraordinary General Meeting of the above named company duly convened and held at The Crescent, Birmingham Business Park, Birmingham B37 7YX on the 14th day of October 1994 the following resolutions were duly passed as to that numbered 1 as an Ordinary Resolution and as to that numbered 2 as a Special Resolution in each case pursuant to and in accordance with Section 380 Companies Act 1985:

ORDINARY RESOLUTION

1. That the share capital of the Company be and is hereby increased from £250,000 to £120,000,000 by:-
  - 1.1 the creation of 99,750,000 new Ordinary Shares of £1 each having attached to them the rights, privileges and restrictions set out in the Articles of Association of the Company and ranking pari passu in all respects with the existing Ordinary Shares in the capital of the Company; and
  - 1.2 the creation of 20,000,000 new Fixed Rate Redeemable Preference Shares of £1 each having attached to them the rights, privileges and restrictions set out in the Articles of Association of the Company as amended pursuant to Resolution 2 below.

SPECIAL RESOLUTION

2. That the Articles of Association of the Company be and they are hereby amended by the deletion in their entirety of the existing Articles 3 and 4 and by the insertion of the following new Articles in their place:-

"SHARE CAPITAL

3. (A) The authorised share capital of the Company at the date of this Article is £120,000,000 divided into 100,000,000 Ordinary Shares of £1 each and

20,000,000 Fixed Rate Redeemable Preference Shares of £1 each.

(B) Subject to the provisions of Article 4, the Directors are hereby unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, at any time or times during the period of 5 years from the date of the adoption of this Article, to allot unissued shares in the capital of the Company up to a maximum amount of £119,750,000 in nominal value provided that the authority hereby given may, subject to the said Section 80, be renewed, revoked or varied by the Company at any time during such period by Ordinary Resolution and unless so renewed, revoked or varied, such authority shall expire at the end of such period;

(C) The fixed rate redeemable preference shares of £1 each (the "Preference Shares") shall have the following rights and be subject to the following restrictions:-

(1) As regards dividends.

Out of the profits available for distribution (as defined in Section 263(3) of the Companies Act 1985) and resolved by the Directors to be distributed from time to time in respect of each financial year or other accounting period of the Company the holders of the Preference Shares shall be entitled in priority to any payment of dividend to the holders of the Ordinary Shares to be paid a fixed preferential dividend ("the Fixed Dividend") at the rate per cent determined at or before the time of issue thereof by the Directors ("the Fixed Rate") on the capital for the time being paid up or credited as paid up thereon (exclusive of any related tax credit) such dividend to be payable immediately prior to redemption in accordance with paragraph (3) of this Article (the "Fixed Dividend Date") in respect of the period from the date of issue to the Fixed Dividend Date. Payments of dividend shall be made to holders of Preference Shares on the Register of Members on a date selected by the Company up to forty two days prior to the Fixed Dividend Date. The balance of profits then remaining available for distribution so far as resolved to be distributed, subject to any special rights that may be attached to any other class of share, shall be distributed by way of dividend among the holders of the Ordinary Shares.

(2) As regards capital.

On a return of capital on a winding-up or other repayment of capital other than on the redemption of the Preference Shares pursuant to paragraph (3) of this Article, the assets of the Company available for distribution among the members shall be applied, in priority to any payment to the holders of the Ordinary Shares, in repaying to the holders of the Preference Shares the amounts paid up or credited as paid up thereon plus all arrears or accruals of the Fixed Dividend calculated down to and including the date of the commencement of



the winding-up or repayment of capital whether or not such dividend has been recommended, earned or declared, on the basis that it continues to accrue from day to day to the date of payment.

(3) As regards redemption.

- (a) The Preference Shares shall be redeemed twelve months after the date of issue (or, if any such relevant date is a Saturday, Sunday or public holiday in England, on the next preceding business day).
- (b) There shall be paid on each Preference Share redeemed the amount of nominal value paid up thereon and an amount equal to any accrued but unpaid fixed preferential dividend thereon to be calculated down to and including the date fixed for redemption and such amount shall be payable irrespective of whether or not such dividends have been recommended, earned or declared or not on the basis that it continues to accrue from day to day to the date of payment.
- (c) As from the due date for redemption of any Preference Shares, the fixed preference dividend shall cease to accrue on such Preference Shares except on any such Preference Shares in respect of which, upon due presentation of the certificate (or an indemnity in lieu thereof in a form satisfactory to the Company) relating thereto, payment of the money due on such redemption shall be refused or shall not be paid (in which case the Fixed Dividend shall continue to accrue up to the date of payment of all sums due in respect of such Preference Shares, including dividends accruing pursuant to the provisions of this sub-paragraph).
- (d) The receipt of the registered holder for the time being of any Preference Share (or in the case of joint registered holders the receipt of any of them) for the monies payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof.
- (e) If any holder of the Preference Shares whose shares are liable to be redeemed pursuant to the provisions of these Articles shall fail or refuse to deliver up the certificate for his shares the Company may retain the redemption monies until delivery up of the certificate (or an indemnity in respect of the certificate satisfactory to the Company) and shall within seven days thereafter pay (by cheque despatched at the holder's risk) the redemption monies to the shareholder. No holder of Preference Shares shall have any claim against the Company for interest on any redemption monies so retained.

- (f) Upon the redemption of any Preference Shares the Directors may convert and sub-divide the authorised but unissued Preference Share capital existing as a consequence of such redemption into shares of any other class of share capital into which the authorised share capital of the Company is or may at any time be divided of a like nominal amount (as nearly as may be) as the shares of such class then in issue or into Unclassified Shares of the same nominal amount as the Preference Shares; and such Unclassified Shares may be issued, subject to the provisions of the Statutes and of the Articles, upon such terms and with such rights and subject to such restrictions as the Directors shall determine including as Ordinary Shares or Preference Shares.

(4) As regards voting and attendance at General Meetings.

- (a) The Preference Shares shall confer on the register owners thereof the right to receive notice of and to attend but not to speak or vote (either in person or by proxy), at any General Meeting of the Company unless either:-

- (i) at the date of the notice convening the meeting the Fixed Dividend is twenty eight days or more in arrears, in which case the holders of the Preference Shares shall have the right to speak and vote on any resolution at that meeting; or

- (ii) the business of the meeting includes a resolution varying, modifying, altering or abrogating any of the rights, privileges, limitations or restrictions attached to the Preference Shares as a class as regards dividends, return of capital or voting, in which case the holders of the Preference Shares shall be entitled to speak and vote upon that resolution only; or

- (iii) the business of the meeting includes the consideration of any resolution for the winding up of the Company or reducing its share capital or any share premium account or capital redemption reserve, in which case the holders of the Preference Shares shall be entitled to speak and vote upon that resolution only.

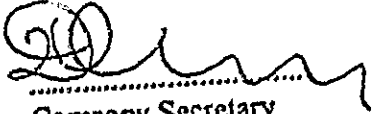
- (b) Whenever the holders of the Preference Shares are entitled hereunder to vote upon any resolution, on a show of hands every holder thereof (being an individual) present in person or (being a corporation) present by a representative (duly authorised under Section 375 of the Companies Act 1985) shall have one vote and on a poll every holder thereof who is present in person or by representative (duly authorised under

Section 375 of the Companies Act 1985) or by proxy shall have one vote in respect of each fully paid Preference Share registered in the name of such holder.

(5) As to further participation.

The Preference Shares do not entitle the holders thereof to participate in the profits or assets of the Company beyond such rights as are expressly set out in this Article.

4. Subject to the provisions of Regulations 3 and 4 of Table A and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, all shares shall be issued to such persons and upon such terms and conditions and with such rights, priorities, privileges or restrictions as the Resolution creating or issuing such shares and/or effecting the increase in the authorised share capital of the Company shall prescribe but, in the absence of any such prescription, all shares whether forming part of the existing or any increased share capital shall be at the disposal of the Directors who may issue them, subject to Section 80 of the Companies Act 1985, to such persons at such times and generally on such terms and conditions and with such rights, priorities, privileges, or restrictions as they may think fit. Accordingly, and in accordance with Section 91 of the Act, Sections 89 (1) and 90 (1) to (6) of the Companies Act 1985 shall not apply to the Company."

  
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Company Secretary